

AGREEMENT BETWEEN
ENTERPRISE ELEMENTARY SCHOOL DISTRICT
AND
ENTERPRISE ELEMENTARY TEACHERS ASSOCIATION

July 1, 2025
to
June 30, 2028

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PREAMBLE

This agreement is made and entered into on July 1, 2025, between the Enterprise Elementary School District and the Enterprise Elementary Teachers Association, and extends the Agreement to June 30, 2028.

Article 1: Recognition

The Enterprise Elementary School District confirms its recognition of the Enterprise Elementary Teachers Association/California Teachers Association/National Education Association (hereinafter referred to as EETA/CTA/NEA) as the exclusive representative for the unit of members certified by the Educational Employment Relations Board in Case #S-D-72: (SR-112), dated June 5, 1984, by the unit of employees recognized by the Enterprise Elementary School District as being all certificated employees in the District and excludes the Superintendent, principals, vice-principals and day-to-day substitutes, and consists of 184 employees as of November 1, 1995.

Article 2: Term

This Agreement shall be in effect from July 1, 2025, until June 30, 2028, and shall remain in full force and effect up to and including June 30, 2028, and shall thereafter continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15th of that year of its request to modify, amend, or terminate the Agreement, with the exception of the Articles listed under the Article entitled "Completion of Meet and Negotiations."

Article 3: Copyright

When an employee of this unit is paid for developing materials for the Enterprise Elementary School District, the materials become the property of the Enterprise Elementary School District. Any other materials developed by the members of this unit belong to the individual responsible for their development.

Article 4: Compensation

Section 1. Classification of Teachers

- 1.1 The classification of teachers on the wage schedule shall be based upon the acceptable credits and record of degree on file as of October 15th of each year (providing the Intent to Change Classification has been submitted to the District Office by the preceding July 1st). Effective July 1, 2026, the classification of teachers on the wage schedule shall be based upon the acceptable credits and record of degree on file as of August 1st of each year (providing the Intent to Change Classification has been submitted to the District Office by the preceding July 1st). Credits and/or degree must be completed at an accredited institution by one of the following: Western Association of Schools and Colleges, Southern Association of Colleges and Schools, North Central Association of Colleges and Schools, Northwest Association of Colleges and Higher Schools, Middle States Association of Colleges and Secondary Schools and/or New England Association of Colleges and Secondary Schools. Other accredited institutions may be considered with Superintendent approval. An acceptable credit is defined as a post-graduate university semester unit.
- 1.2 When changing classifications, a teacher goes to the next step of the higher classification unless that class has no such step, in which case he/she will go to the highest step of that class.
- 1.3 Potential credits qualifying for wage schedule classification on advancement must be filed on forms available in the District Office not later than July 1st. All teachers anticipating changes in classification should notify the District Office on the appropriate form and then must verify completion of such units by October 15th to obtain advancement. The District Office should be notified by August 1st if requirements will not be completed by September 10th.

Effective July 1, 2026, Potential credits qualifying for wage schedule classification on advancement must be filed on forms available in the District Office not later than July 1st. All teachers anticipating changes in classification should notify the District Office on the appropriate form and then must verify completion of such units by August 1st to obtain advancement.

- 1.4 Upon completion of units that complete the change of classification, official sealed transcripts must be submitted to the District Office for verification.
- 1.5 It will not be possible to jump more than one class in any one year. Any additional units above those required will be applied to the next class. Effective the 2026/27 school year, there will be no limitation on column movement.
- 1.6 A unit is interpreted to mean 1 Semester Unit (Quarter Unit = 2/3 Semester Unit).
- 1.7 Lower division units may be used in place of upper division or graduate units if deemed acceptable by the Board of Education.
- 1.8 All unit members who are in full paid status at least 65% of their contractual duty days in the school year shall advance a step on the salary schedule in accordance with the years of experience required for the step. To calculate the percent of the school year worked: (number of days in full paid status in a school year) ÷ (number of required work days in a school year based on FTE) = percent of the school year worked.

1.8.1 Unit members working without a valid California credential, such as permit or waiver shall not receive credit for a year of experience to advance a step.

Section 2. Class Initial Placement

At the time of initial placement, the classification of teachers on the wage schedule shall be based upon the acceptable credits as defined in Section 1 (taken/earned after B.A./B.S.) and record of degree on file as of August 1st in the first year of employment or within 30 calendar days of signing (whichever is greater) the unit member's employment contract. Credits and/or degree must be completed at an accredited institution as defined in Section 1.1.

If unit member does not notify the District of an incorrect salary placement and/or fails to provide verification of education and/or experience as stated in the signed employment contract by August 1st or within the 30 calendar days of the signing of the unit member's employment contract, no adjustment to salary will be made until the following school year according to Article 4 Section 1.

Effective July 1, 2018, Lower Division (Community College) units shall be used in place of upper division or graduate units if the units meet the California Commission on Teacher Credentialing Supplementary Authorization Guideline Book requirements and the units were used to acquire a supplemental authorization or single subject credential. Lower division semester units approved for initial salary placement shall not exceed 15 semester units.

Section 3. Step Initial Placement

At the time of initial placement on the Certificated Salary Schedule, a teacher shall be given salary schedule credit for previous public school teaching experience on a year for year basis up to a maximum of fifteen (15) years. Substitute experience is not considered for salary placement purposes.

Outside teaching experience must be verified in writing by previous employers by August 1st or within 30 calendar days of the signing of the unit member's employment contract. In order to receive credit the verification must include dates of service by school year (e.g. July 1 - June 30), number of days worked per school year and number of required work days per school year.

To receive a year's credit on the salary schedule, a new employee must have served under contract for seventy-five percent (75%) or more of the school year. To calculate the percent of the school year worked: $(\text{number of days worked in a school year}) \div (\text{number of required work days in a school year}) = \text{percent of the school year worked}$. This fact must be verified in writing by the previous employer.

At the time of initial placement on the Certificated Salary Schedule, a school nurse shall be given salary schedule credit for previous school nurse experience and/or non-school RN experience on a year for year basis up to a maximum of fifteen (15) years.

At the time of initial placement on the Certificated Salary Schedule, a Speech and Language Therapist with a Rehabilitative Service Credential shall be given salary schedule credit for previous school and/or non-school Speech and Language Therapist experience on a year for year basis up to a maximum of fifteen (15) years.

At the time of initial placement on the Psychologist Salary Schedule, a Psychologist shall be given salary schedule credit for previous school Psychologist experience on a year for year basis up to a maximum of fifteen (15) years.

Section 4. Military Experience Credit

Military service rendered shall be counted for teaching experience credit on a year-for-year basis for not more than two years. Nine through eighteen months of service shall be counted for one year of credit. Nineteen through twenty-four months of service shall be counted for two years.

Section 5. Intern and Permit Salary Placement

Unit members without a preliminary or clear credential that attain work under an internship credential or permit shall be paid at Class I Step 01 of the certificated salary schedule. Upon receipt of their preliminary credential, unit members will be placed according to Section 2-4.

Section 6. Certificated Salary Schedule

Unit members shall be compensated on the salary schedule attached as Appendix A

Section 7. Speech Therapists

Speech Therapists will be paid on the regular certificated wage schedule with a 185-day work year as designated by the Superintendent.

Section 8. Psychologist Work Year

8.1 Psychologist work year is 199 workdays as designated by the Superintendent.

Section 9. Academic Dean Work Year

9.1 The Academic Dean work year is 200 workdays as designated by the Parsons Principal

9.2 The Academic Dean will be placed on the appropriate Step and Class of the certificated wage scale and will receive a daily rate at this level for each of the 200 workdays.

Section 10. Probationary Teacher Work Year.

Increase work year for probationary teacher (first and second year) up to five (5) days with payment on schedule per Article 4 Section 15. Workshops, in-service and/or professional growth to be assigned to meet needs of probationary teacher. Professional growth (credentials) credit as appropriate of law shall be applied.

Section 11. Site Literacy Teacher Work Year

Effective the 2021/22 school year, Site Literacy Teacher work year shall be 190 workdays for a K-5 assignment, 193 workdays for a K-8 assignment and 200 workdays for a District assignment as designated by the Superintendent or designee. The Site Literacy Teacher will be placed on the appropriate Step and Class of the certificated wage scale and will receive a daily rate at this level for each of the 190 workdays.

Section 12. Nurse and Speech Pathologist Work Year

Effective the 2018/2019 school year, School Nurse work year is 199 workdays as designated by the Superintendent or designee.

Speech Pathologist work year is 185 workdays. Effective the 2021/22 school year, they shall be paid on the current Nurse and Psychologist column. Their annual salary shall be calculated by Step Placement (identified daily rate) multiplied by 185 workdays.

Section 13. Hourly Wage Rate

Certificated hourly wage rate will be paid at \$43.01 per hour effective 11/01/2025 for duties involving direct student instruction/contact.

Section 14. Compensation for Additional Period of Instruction

Unit members shall be compensated at one-sixth of their daily rate for any day they teach during their prep period.

Unit members shall be compensated at one-sixth of their daily rate for any day they teach a full period as a zero period or after school period of a class for which is equivalent to a course offered as a part of a student's academic course of study.

Section 15. District-Sponsored Overnight Wage Schedule

Volunteer overnight assignments for District-sponsored activities not otherwise compensated for under extra pay activities, Article 4, Section 21, will be compensated at 4.5 hours for each overnight assignment as the agreed-upon hourly rate for teachers. Teachers returning after 8:00 p.m. on the day following an overnight district sponsored trip shall be compensated for an additional 4.5 hours at the agreed upon hourly rate for teachers.

Section 16. Environmental Camp Wage Schedule

Overnight assignments for environmental camp, as approved by the District, will be compensated at 4.5 hours for each overnight assignment at the agreed upon hourly rate for teachers. The responsibility for supervision/teaching at environmental camp rests primarily with teachers assigned .50 of their teaching load to fifth grade. It is expected these fifth grade teachers will accept this responsibility to be at camp or make arrangements with another district teacher to assume this duty. Additional staff will be selected from volunteers in the following priority order:

- A. Teachers with some fifth grade teaching responsibility but less than .50 responsibility.
- B. Teachers from the sixth/seventh/eighth grade faculty.
- C. Teachers from the K-5 faculties.

Section 17. Summer School

In the event that summer instructional services to EESD students are concentrated at two or fewer sites, the language that follows will apply.

- 17.1 Summer school teachers will be selected 60 days prior to the start of summer school, with actual assignments made 40 days prior to the start of summer school. Summer school teaching positions will be advertised and filled in the following manner:

Parsons will receive a pro rata share of the available summer school teaching positions based on the expected number of Parsons students to be served. First choice of the remaining summer school positions will be rotated by site in the following order:

- 1. Alta Mesa
- 2. Lassen View
- 3. Rother
- 4. Mistletoe
- 5. Shasta Meadows
- 6. Boulder Creek
- 7. Redding Collegiate Academy
- 8. PACE Academy

- 17.2 Parsons summer school teachers will be chosen by lot from among those Parsons teachers who apply. A Parsons teacher, once selected to teach summer school, will not be chosen again for a five-year period unless there are no other applicants at Parsons. For the remaining summer positions (and Parsons, if no teachers apply there), teachers who apply from the site of first choice (above) will automatically be chosen. In the event more teachers wish to teach summer school at the site of first choice than are positions available, lots will be drawn with an Association representative present. If all summer school positions are not filled by teachers at Parsons or the site of first choice, district advertisement will be made and selection will be determine by lot.

- 17.3 Summer school teachers will receive pay at the established hourly rate for four hours per day plus an additional half hour for preparation. Summer school teachers will be paid for two additional days for set up and closing of summer school.
- 17.4 Class size will not exceed 34 students on the first day of school. No students new to summer school shall be added to classes which would bring the class above 30.
- 17.5 The maximum number of consecutive grades in one classroom is three.
- 17.6 Yard duty is limited to mid-morning break.
- 17.7 The normal duty day for summer school will be four and one-half hours and one nine-hour day, plus the normal teacher responsibilities, where applicable, that are set forth in Article 14: Teaching Hours and Responsibilities.

Section 18. Home and Hospital

When the Enterprise Elementary School District assumes the responsibility for Home and Hospital teaching and employs an Enterprise teacher to conduct the Home and Hospital teaching, these individuals will be paid at an hourly rate equivalent to the HOURLY WAGE RATE of this Article.

Section 19. Payment for Non-Instructional Services

Certificated employees participating in District sponsored Staff Development on days outside their regular work year or rendering service other than duties involving direct student instruction/contact, on days for which the employee is not contracted, shall be paid the regular daily substitute rate effective 01/01/2022. Payment shall be made only for service rendered and approved for payment, in advance, by the Superintendent. Examples of such duties may include, but are not limited to, such activities as inservice training sessions and curriculum writing. Service under this provision shall be voluntary.

Section 20. Payment for Classroom Teacher Presenters

Unit members selected for presentation at District-sponsored in-services programs shall receive in addition to their presentation time, an amount equal to twice the number of hours of presentation times the hourly rate, as compensation for the additional preparation required.

Section 21. Payment for Non-Classroom Teacher Presenters

Non-Classroom unit members selected for presentation on a non-duty day at District-sponsored inservice programs shall receive ½ their per diem rate for up to 4 hours of presentation or their full day diem for any presentation of 4-8 hours.

Non-Classroom unit members that provide professional development on a duty day to adults as their normal duty assignment will receive their per diem daily rate. If the presentation extends beyond the unit members normal duty day, the unit member shall be paid at the hourly rate.

Section 22. Mileage

- 22.1 Effective with claims for mileage reimbursement submitted after September 22, 1987, any bargaining unit member using his/her own vehicle to perform approved school duties according to the administrative regulation on the matter shall be reimbursed at the maximum rate approved by the Internal Revenue Service for mileage reimbursement which need not be reported as income.

22.2 In order to be eligible for this compensation, the certificated employee must follow these guidelines:

- 22.2.1 Mileage rates will apply only on approved school business for those employees using private vehicles.
- 22.2.2 All requests for mileage payment must have prior approval by the Superintendent or the building principal who has budget responsibility. Adequate funds must be available in these budget categories before the administrator may approve mileage payment.
- 22.2.3 Mileage allowance will be granted to personnel within the District who are required to furnish their own transportation in fulfilling the responsibilities of their assignment.
- 22.2.4 When an employee's assignment during the workday is authorized to be divided among two or more schools, mileage plus travel time will be allowed, utilizing the schedule in a sequence which is most effective and least costly.
- 22.2.5 Mileage claims are to be submitted through the responsible administrator in a timely manner for payment.

Section 23. Extra Pay Activities

Persons filling the activities will be compensated according to the schedule (attached as Appendix B) for the duration of this contract.

All bargaining unit members who apply for extra pay activities will be given first consideration. No unit members will be required to participate. In the event that no unit member applies, other applicants will be sought.

Section 24. Department Head/WASC Committee Stipends

- 24.1 Shall be paid as defined in Appendix B.
- 24.2 Participation to be voluntary, with duties as assigned by the Principal.

Section 25. Chairpersons of District Curriculum Committees

- 25.1 \$570 per position.
- 25.2 Participation to be voluntary, selected by curriculum committee and approved by the same process as all other extra-curricular assignments.

Section 26. Signing Bonus

The District will offer a \$10,000 signing bonus for hard to fill positions. The payment shall be paid as follows: 1st half (\$5000) to be paid in the first paycheck and 2nd half (\$5,000) to be paid at the end of the 2nd school year providing the employee is in active paid status at the time of the final school year paycheck. Unit members hired without a full credential (Intern, permit, waiver, etc) shall become eligible the year following receipt of their credential. The District shall provide notice to the association of all positions that will receive the signing bonus.

Section 27. Independent Study

The District Independent Study program must operate in compliance with Education Code and Board Policy. The site principal will determine whether independent study is an appropriate educational program on a case by case basis. Compensation shall be paid based on a completed and approved Independent Study Teacher Time Sheet. Teachers will be given at least 24 hours of notice for Independent Study requests.

- 27.1 Self-contained teachers will be paid 0.25 hours prep time for each day of Independent Study work. In addition, 0.25 hours of correction time is allotted for each day of student work that is completed, turned in on time and the District is able to claim attendance. Self-contained teacher Independent Study compensation shall not exceed a total of 2.5 hours per week.
- 27.2 Non-self-contained teachers will be paid 0.05 hours prep time for each day of Independent Study work. In addition, 0.05 hours of correction time is allotted for each day of student work that is completed, turned in on time and the District is able to claim attendance. Non-self-contained teacher Independent Study compensation shall not exceed a total of 0.5 hours per week.

The home room, first period and/or site designated teacher shall be the coordinator of collecting all the independent study work and returning the work to teachers for correction. The coordinating teacher will be paid 0.10 hours per day for their coordination duties, not to exceed 0.5 hours per week.

- 27.3 Teachers whose entire class transitions to Independent Study shall not qualify for Independent Study pay.
- 27.4 This section shall not apply to unit members assigned an independent study caseload.

Section 28. Unit Member Substitute Pay

Unit members with administrator approval, that voluntarily accept the responsibilities of a substitute by live streaming, virtually presenting, or teaching in person, outside their regular assignment shall be paid in grades K-5 shall receive the half or full day substitute rate. In grades, K-5 if the students are distributed between multiple teachers, the sub payment will be split equally amongst the voluntary teachers. In grades, 6-8, Article 4 Compensation for Additional Period of Instruction remains in effect. Article 13, class size overage payments shall not apply to this situation.

Independent study unit members with administrator approval that voluntarily accept the responsibilities of another independent study unit member beyond their regular assignment duties shall be paid the following:

- One-sixth of their daily rate for coverage of another unit member's workshop or class for grades 6th-12th.
- The teacher hourly rate per Article 4 for coverage of another unit member's workshop or class for grades TK-5th, tutoring, study hall and/or lunch coverage.

Article 5: Teaching Vice-Principal

Section 1. Definition

Under the direction of the building principal, the teaching vice-principal performs the duties of the principal in the absence of the principal from the school site. The teaching vice-principal also assists the principal in other administrative duties as time permits. The teaching vice-principal is not involved in the evaluation or supervision of certificated personnel.

Section 2. Duties

- 2.1 Supervise campus in the absence of the principal.
- 2.2 Other duties which may be assigned to TVP are assisting with the following:
 - 2.2.1 Student discipline.
 - 2.2.2 Ordering of supplies and equipment.
 - 2.2.3 Parent organizations.
 - 2.2.4 School budget.
 - 2.2.5 Interviewing of prospective personnel.
 - 2.2.6 Organization of school procedures.
 - 2.2.7 Curriculum planning.
 - 2.2.8 Other duties performed by principal, except evaluation or supervision of personnel.

Section 3. Qualifications

Teaching vice-principals must have three years of full-time public school teaching experience. A valid California Teaching Credential is necessary.

Section 4. Substitute Procedures

When all or a majority of administrators are absent from a school site for two or more hours, it shall be up to the discretion of the TVP to call a substitute according to District procedures.

Section 5. General Provisions

- 5.1 Teachers other than the teaching vice-principal shall not be required to perform administrative duties when the principal is absent. The TVP shall not receive preferential treatment in the assignment of routine duties like bus and yard supervision. Additionally, the TVP shall not require other teachers to perform these duties when the principal is absent.
- 5.2 The evaluation of the teacher as a teaching vice-principal shall not reflect upon the evaluation of his/her regular assignment.
- 5.3 The teaching vice-principal may resign as a TVP, without incurring an unsatisfactory evaluation, whenever the TVP feels this assignment is detrimental to the regular classroom responsibilities.

Section 6. Selection of Teaching Vice-Principals

Application for teaching vice-principals shall be circulated from the Superintendent's office, shall be received only by the Superintendent's office, and the Superintendent shall make the final selection. Appointments for TVP are made on an annual basis.

Section 7. Compensation

- 7.1 Individuals designated as teaching vice-principals will be compensated at the rate of not less than \$1,500 per school year, payable in the same quarterly manner as the year-long extra-pay activities in Article 4, Section 20. This is payable on a 185-day pro rata for part of the school year.
- 7.2 Individuals designated as teaching vice-principal may work additional days (outside the contracted 185) at the site principal's direction. Compensation will be at the established hourly rate, payable on the 10th of the month following such extra work.

Article 6: Insurance

Section 1. Medical, Dental, and Vision Insurance

- 1.1 Medical, dental, and vision coverage purchased through the Central Valley Trust.
- 1.2 Effective October 1, 2025, the District's maximum contribution for health and welfare benefits: medical, dental, vision and life insurance coverage shall be \$13,400. Effective, October 1, 2026, the District's maximum contribution for health and welfare benefits: medical, dental, vision and life insurance shall be \$13,800.

If enrolled in a HDHP plan, the district will contribute the difference between the employee cost and the district cap to a District Sponsored Health Savings Account on the employee's behalf.

1.3 Major Medical Opt-out Option

- 1.3.1 Annually, EETA will provide the District with a list of unit members that can select an opt-out plan based on a lottery if necessary in ascending order by random selection based on an amount of allowed opt-out participants.

- A. Any new opt-outs after the effective date of the opt-out plan (October 1st) will be subject to the Opt-Out Participation Requirement policy.

- B. Unit members will not be allowed to select the Opt-Out plan should they have a qualifying event (as defined by CVT) after open enrollment.

- C. Unit members will be allowed to select a CVT major medical plan should they have a qualifying event after October 1st.

- 1.3.2 To be eligible to enroll in the opt-out plan, the unit member must first complete the EETA Opt-out form and be notified by EETA that they were randomly selected via a lottery system to opt-out in the plan year. The following requirements will apply for unit members electing to enroll in the opt-out plan on an annual basis at the time of enrollment:

- 1.3.2.1 You must provide proof of other qualified group coverage to CVT through the MyCVT portal.

- 1.3.2.2 Proof of other coverage must include the unit member's name.

- 1.3.2.3 If proof of coverage is not provided at time of enrollment in the opt-out option, the unit member will be automatically enrolled in their previous enrolled plan or Bronze plan if no previous plan record exists.

- 1.3.2.4 The effective date of the original unit member's opt-out date will apply.

- 1.3.2.5 Enrollment in a medical plan through CVT, or in the opt-out plan, will only be allowed during the Open Enrollment period or if a qualifying event occurs.

- 1.3.2.6 Proof of continuous other coverage will be required to elect CVT plan coverage.

- 1.3.2.7 If other coverage ends prior to CVT's Open Enrollment period, the unit member will be enrolled in their previous plan or PPO Bronze plan if no current plan exists with an effective date of first of the month following the loss of other coverage.

- 1.3.3 If at any time the opt-out plan is removed by the district and/or chapter, CVT's 100% participation policy will go into effect. All unit members enrolled in the opt-out plan will need to enroll in a CVT medical plan offered to their group. The request to remove the

opt-out plan requires a jointly signed letter by both the Association Representative/President and District Superintendent for union represented groups.

- 1.3.4 To be eligible, the unit member must select the opt-out plan through the MyCVT online enrollment system.
- 1.3.5 There is no major medical coverage benefit plan associated with the opt-out option.
- 1.3.6 Unit members enrolled in the opt-out plan will continue to be subject to CVT's 100% participation in the group's dental, vision and group term life plans if offered. Despite a unit member electing to opt-out of medical coverage, the District must pay an amount identified by CVT for each unit member that opted-out. If the total amount of the opt-out fee, vision, dental and life exceeds the cap identified in Article 6, the unit member shall pay the amount beyond the cap.
- 1.3.7 Total number of unit members enrolled in the opt-out plan cannot exceed the limit identified by CVT that would affect membership rates in any given school year. EETA shall manage the number of eligible opt-out participants.

Section 2. Life Insurance

\$6.00 per month per employee towards approved life insurance program.

Section 3. Medicare

- 3.1 Employer and employee portions (currently 1.45% each) to be withheld effective December 1, 1990. Under current law, contribution rate will remain constant through 1999.

Article 7: Evaluation

Section 1. Objective

It is understood and agreed that the intent of evaluating unit members is to maintain and/or improve the quality of instruction. Those responsible for evaluation are expected to follow orderly methods of identifying strengths and deficiencies and shall maintain accurate and impartial objective records as set forth in the evaluation procedures.

A unit member shall have the right to inspect the member's yearly evaluation file maintained at the unit member's school site at times when the unit member is not otherwise required to perform services for the District. The evaluator or designee will monitor the review.

Section 2. Procedures

2.1 Goals and Objectives

Program goals of the District, the established standards of expected pupil achievement, and goals and objectives of the school, the grade level objectives, the evaluation procedure and worksheet(s), shall be made available to each unit member in written form during the first ten days of the instructional year. Prior to evaluation there shall be a review of the evaluation procedures with the appropriate unit members.

Unit members shall not evaluate other unit members.

2.2 Conferences

2.2.1 Initial Conference—No later than October 15 (November 1 for probationary unit members; October 1 if under Remediation Plan) of the school year in which evaluation is to take place, the evaluator and the unit member(s) shall meet and discuss the elements, including standards and assessment techniques, upon which evaluation is to be based.

2.2.1.1 The employee shall be evaluated on one or more of the following criteria as reasonably relate to:

- a. The progress of pupils toward to standards established pursuant to subdivision 2.1.
- b. The instructional techniques and strategies used by the unit member.
- c. The unit member's adherence to curricular objectives.
- d. The establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities.

2.2.1.2 The evaluatee and the evaluator shall review the elements of the evaluation, the necessary support requirements, and any related exceptional circumstances and conditions. After the review, the evaluatee and the evaluator will sign and date the worksheet, and/or sign and date an amended worksheet; and a copy shall be kept by each.

- a. Review conference: The evaluator shall conduct a conference by September 1 for any unit member who was marked "Continuation with Reservation," or "Recommend Termination" for the previous year.
- b. Mid-year assessment: A mid-year Assessment/Evaluation report and conference for all unit members being evaluated that year shall be completed by February 1.
- c. Summary evaluation conference:

- (1) No later than May 1 (April 1 for temporary employees and probationary employees); prior to the last school day on the calendar, the summary evaluation report shall be completed and submitted to the unit member at least one day in advance of the conference. The summary evaluation conference shall take place at this time, or as soon thereafter as possible, but in no event later than seven (7) days after receipt.
- (2) If the overall evaluation on the Summary Evaluation Report is marked “Recommend Termination” or “Recommend Continuation with Reservation,” the evaluator shall prepare a comprehensive remediation plan no later than May 15.

d. Observation conferences:

- (1) There shall be at least two (2) formal observations, one of which shall be completed before the mid-year assessment/evaluation conference. Each formal observation shall be for thirty (30) uninterrupted minutes, or one (1) complete lesson, or one (1) class period, whichever is longer, or by mutual agreement. Informal observations may occur as appropriate. A unit member may request one (1) additional formal observation which shall be conducted within a reasonable period of time. Additional formal observations may be requested and scheduled by mutual agreement.
- (2) There shall be a pre-observation conference prior to each formal observation not more than two (2) school days prior to the observation. There shall be a post-observation conference within three (3) school days following the observation.

2.2.2 Counseling and assistance—The evaluator shall provide specific counseling and assistance to the evaluatee on elements that have been considered unsatisfactory or requiring improvement.

- a. The evaluator shall describe in writing the particular problems and the specific assistance to be made available.
- b. Counseling and assistance recommendations shall be provided on an ongoing basis during the school year.

2.2.3 Frequency of evaluation—Permanent employees, except those receiving a “Recommend Termination,” will be evaluated under this provision or as provided in Section 2.2.8 at least every five years; other employees will be evaluated annually.

2.2.4 Evaluation—The evaluation and assessment of certificated employee competence pursuant to this section shall not include the use of publishers’ norms established by standardized tests.

2.2.5 Right to respond—The unit member shall have the right to attach a written response to each evaluation document prepared as a part of this procedure.

2.2.6 Forms

- a. The forms used in the procedure shall be “Evaluation Goals and Objectives,” “Pre-observation Conference Report,” “Post-observation Conference Report,” “Mid-year Assessment Evaluation/Report,” and “Summary Evaluation.”
- b. Any change in form or content of these forms shall be developed with the Association for use during the term of the contract.

2.2.7 Disposition of forms—Materials not needed to support the Evaluator’s Summary Evaluation Report shall not be retained by the evaluator for more than four (4) years.

2.2.8 The District and the Association recognize that the professional growth and development of experienced unit members may be enhanced by the use of innovative and flexible assessment methods. Accordingly, a unit member may be evaluated in accordance with the following alternative procedures provided.

- a. The unit member has had at least two (2) years of satisfactory District service as a permanent certificated employee;
- b. The unit member and the evaluator agree to proceed under this section; and
- c. An assessment plan, as provided for in this Section below, has been agreed to by October 1st. If the foregoing conditions are not met, the unit member shall be evaluated as provided elsewhere in this article.

2.2.9 Whenever a conference is required to be held on a specific date, that date shall be extended day-for-day in the event of the employee's absence. Whenever a specified date falls on a holiday or weekend, the action will be taken on the next workday following.

2.3 Alternative Evaluation for Unit Members

2.3.1 To promote openness and encourage creative approaches, it is agreed that a unit member evaluated under this section shall receive a satisfactory rating.

2.3.2 By October 1st, the unit member and the evaluator shall agree to a written evaluation plan. The parties recognize that an alternative evaluation plan is intended to be a collaborative undertaking between the unit member and the supervisor. It is not the intention of the parties to restrict innovation and creativity; therefore, the following options are only examples (details of evaluation options will be provided to unit members):

1. *Visitation/Co-Visitation:* Visitation may include observation of other teachers' classroom approaches, techniques, training, and/or inservice activity in or out of the District. Purpose is feedback to unit members.
2. *Peer Observation/Coaching of the Unit Member:* All communication regarding the actual observation/coaching, including the results thereof, shall be exclusively between the peers.
3. *Feedback/Survey:* The design of any instrument or survey shall be agreed to by the unit member and supervisor. The result shall be available exclusively to the unit member.
4. *Analyze Student Work Over Specified Time:* The purpose of the analysis shall be discussed by the unit members and the supervisor. The results of the analysis shall be available exclusively to the unit member.
5. *Video Training:* All tapes shall remain in the exclusive custody of the unit member.
6. *Other*

2.3.3 No later than May 1, the unit member and the supervisor shall meet to review the year's evaluation activities. No written record of this meeting shall be made.

2.3.4 Prior to May 1, the supervisor shall complete the Alternative Evaluation Form.

2.4 Personnel Files

2.4.1 Except as authorized by law, the District shall not base any adverse action against a unit member upon materials which are not contained in such unit member's personnel file. The District shall

base any adverse actions against a unit member only upon material placed in the personnel file after the unit member has been notified of the material being filed relative to that incident.

- 2.4.2 A unit member may inspect material in his/her personnel file which may serve as a basis for affecting the status of his/her employment, except materials which:
- (1) are obtained prior to his/her employment,
 - (2) were prepared by identifiable examination committee members, or
 - (3) were obtained in connection with a promotional examination.
- 2.4.3 A unit member may inspect such materials in his/her personnel file, with the exception of the above specified items, during the normal business hours of the District Office at times other than when the unit member is required to render service. Such inspection may be required to take place under the supervision of a District administrator or designee.
- 2.4.4 No materials of a derogatory nature, except the above specified items, may be placed in a unit member's personnel file without allowing the unit member an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. The review and comment upon materials of a derogatory nature shall take place during the normal business hours of the District Office, and at times other than the unit member's normally assigned student instruction or supervision duties.
- 2.4.5 Upon written authorization by a unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file. The District shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the unit member or his/her Association representative, if so authorized by the unit member.
- 2.4.6 All material placed in a unit member's personnel file shall be dated and signed by the contributor. No anonymous material will be placed in a unit member's personnel file.
- 2.4.7 Access to personnel files shall be limited to the Superintendent, Assistant Superintendent, and Superintendent's designee. Board members may request the review of a unit member's file at a personnel session of the Board. The contents of all personnel files shall be kept in the strictest confidence.
- 2.4.8 The official personnel file of each member as referred to in this section shall be kept in the District Office.

ENTERPRISE ELEMENTARY SCHOOL DISTRICT

Alternative Assessment Plan

Unit Member _____

Assignment _____

Site _____

Supervisor _____

The following Alternative Assessment Plan is agreed to for the 20____ - 20____ school year (supplemental sheets attached).

Unit Member

Supervisor

Date

Date

ENTERPRISE ELEMENTARY SCHOOL DISTRICT

Alternative Evaluation Form

Unit Member _____

Assignment _____

Site _____

Supervisor _____

_____ meets or exceeds District performance standards.
(Name of Unit Member)

Unit Member

Supervisor

Date

Date

ENTERPRISE ELEMENTARY SCHOOL DISTRICT

Evaluation Goals and Objectives

Unit Member _____

Assignment _____

Site _____

Supervisor _____

GOALS:

OBJECTIVES:

ACTIVITIES:

MEASURES OF SUCCESS IN ACHIEVING GOALS, OBJECTIVES, AND ACTIVITIES (attach additional pages, if necessary):

Unit Member

Evaluator

Date

Date

ENTERPRISE ELEMENTARY SCHOOL DISTRICT

Mid-Year Assessment/Evaluation Report

Unit Member _____

Assignment _____

Site _____

Evaluator _____

STRENGTHS:

GROWTH AREAS:

Unit Member

Supervisor

Date

Date

ENTERPRISE ELEMENTARY SCHOOL DISTRICT

Summary Evaluation

Unit Member _____

Assignment _____

Site _____

Evaluator _____

Evaluator's Summary Evaluation of Employee Performance (attach additional pages, if necessary):

Special Accommodation:

Areas Requiring Improvement:

Description of Unsatisfactory Performance (if any):

_____ Recommend continuation without reservation. _____ Recommend termination. *(Requires evaluation each subsequent year until performance becomes satisfactory or the unit member is terminated.)*
_____ Recommend continuation with reservation. Specific Plan Required—Remediation no later than May 1.

This document will be placed in your personnel file after twenty (20) days during which you may submit a written response. (Unit Member's signature does not indicate agreement with this evaluation; it only acknowledges receipt of this document.)

Evaluatee

Date

Evaluator

Date

NOTES:(1) All forms, memoranda, and other supporting documents must be attached. (2) Original copy to Personnel File; copy to Unit Member; copy to Evaluator. (3) This Summary Evaluation form shall be provided to all temporary and probationary unit members April 1. Permanent unit members shall receive the Summary Evaluation no later than May 1.

ENTERPRISE ELEMENTARY SCHOOL DISTRICT

Post-Observation Conference Report

Unit Member _____

Assignment _____

Site _____

Evaluator _____

Achievement of Instructional Values/Objectives:

Strength:

Growth Areas:

Comments:

Unit Member

Evaluator

Date

Date

ENTERPRISE ELEMENTARY SCHOOL DISTRICT

Pre-Observation Conference Report

Unit Member _____

Assignment _____

Site _____

Evaluator _____

Description of Activities Observed:

Instructional Values/Objectives:

Unit Member

Evaluator

Date

Date

Article 8: Leaves

When utilizing the following leaves, employees shall notify their supervisor in advance whenever possible.

Section 1. Sick Leave

Unit members shall be entitled to ten (10) days sick leave per year. Unused days may be accumulated from year to year as defined in the Education Code. Sick leave may also be used to care for members of the family as detailed below:

Unit Member Relation

Spouse
Son/Son-in-law
Daughter/Daughter-in-law
Brother
Sister
Relative living in the immediate household

Unit Member or Spouse Relation

Mother
Father
Grandmother
Grandfather
Grandchild

Upon exhaustion of all paid leave, unit members shall be entitled to differential pay as defined in California Education Code.

Section 2. Personal Necessity Leave

Any unit member may elect to use up to seven (7) days of his/her accumulated sick leave in any school year for purposes of Personal Necessity.

Personal Necessity shall be used for circumstances that the unit member cannot reasonably be expected to disregard and that require personal attention during hours of service.

Unit members will give reasonable advance notice to site administrators as circumstances permit. No advanced notice is required for the following:

- a. death or serious illness of a member of the immediate family.
- b. accident/emergency involving the unit member's person or property or the person or property of his/her immediate family.
- c. Unforeseen personal and compelling circumstances over which the unit member has no control.

The unit member shall within ten (10) days after such leave, file a statement on a District form describing the conditions the member considered cause for personal necessity, and shall furnish such verification of proof as the District Superintendent or designee may require.

Section 3. Bereavement Leave

Unit members are entitled to five (5) days of leave of absence for a familial death as follows:

The following are the relationships to the unit member and/or the spouse that are covered:

Unit Member Relation

Spouse
Son/Son-in-law
Daughter/Daughter-in-law
Brother/Brother-in-law
Sister/Sister-in-law
Aunt/Uncle
Niece/Nephew
Relative living in the immediate household

Unit Member or Spouse Relation

Mother
Father
Grandmother
Grandfather
Grandchild

No deductions shall be made from the salary of such an employee on account of such leave of absence.

Section 4. Leave of Absence

The Board of Education may grant leaves of absence upon request to certificated personnel for a period not to exceed one (1) year. Extensions may be granted by the Board upon reapplication prior to May 15th. A two-year leave of absence may be granted to certificated employees who have accepted a two-year contract to teach with the Department of Defense Dependents' Schools or international school listed in the "International School Services Directory of Overseas Schools.

Section 5. Legislative Leave

Certificated personnel serving the Enterprise Elementary School District as permanent employees who are elected to the Legislature will be granted a leave of absence from duties in accordance with Education Code #13552.5.

Section 6. Jury Duty

A certificated employee who receives a subpoena for appearance in Court, or who is required to serve on a jury, shall receive full pay for each such absence from duty, provided that he/she complies with the stipulations listed below:

- 6.1 The employee must not be a litigant in the court action.
- 6.2 The employee must present to the Payroll Clerk the actual notice to appear for jury duty.
- 6.3 Effective August 16, 2004, school districts are no longer entitled to the \$15 per day per diem when serving on jury duty and are receiving full pay from their employer. The employee is still eligible for mileage reimbursement.

Section 7. Long-Term Illness or Accident Leave

Any certificated employee absent from his/her duties on account of illness or accident for a period of five school months or less, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him/her for any month in which absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence; or, if no substitute employee was employed, the amount which would have been paid to the substitute had he/she been employed in accordance with Education Code #13467 (after Sick Leave benefits have been exhausted).

Section 8. Association Leave

The Board of Education will provide a substitute for a maximum total of eight (8) days leave for person(s) as designated by the EETA/CTA/NEA for professional business of the EETA/CTA/NEA.

Section 9. Conference Leave

It shall be the policy of the Board of Education to encourage staff members who would benefit to attend available conferences pertinent to the subject areas with which they are associated.

The Superintendent is authorized to grant permission for such conference attendance and shall inform the Board of the personnel involved and the nature of the conference prior to the meeting if at all possible. Substitute's salary and necessary expenses for such meetings may be absorbed by the Enterprise Elementary School District. Staff members shall submit a financial statement to the Superintendent for reimbursement.

Section 10. Teacher Visitation Leave

Inter-school visitation shall be encouraged within the Enterprise Elementary School District and outside the District whenever practical and deemed wise by the building principal. Principals are expected to provide short-term substitutes for the teachers involved.

Section 11. Pregnancy Disability and Parental Bonding Leave

The Enterprise Board of Education will provide pregnancy disability and parent bonding leave to unit members in accordance with the provisions in the California Education Code, law, District Board Policy and our District Administrative Regulation.

The District will publish annually to employees information regarding such leave.

Section 12. Personal Leave

Effective July 1, 2010, unit members shall be entitled to use up to ten (10) days of personal leave (no tell). Any Personal Days of more than 5 consecutive days are with site administrator approval and cannot be taken next to a holiday or break. Any personal leave days taken during the school year shall be charged against sick leave. Personal leave shall not accumulate year to year. The first three days of personal leave taken in any school year shall be charged against sick leave but not against personal necessity leave. Any additional personal leave days shall be charged against both personal necessity and sick leave.

For instructional and school site planning purposes, reasonable advance notice will be provided to site administrator when more than two (2) days consecutively will be taken.

Section 13. Education Leave

The Superintendent or designee may grant paid Education Leave. Education Leave may be granted for up to fifteen (15) working days for the improvement of educational opportunities for unit members. Requests for such leave must be submitted to the Superintendent in writing, include rationale and be received in the Superintendent's office no less than fifteen (15) days prior to granting of such leave. No Education leave granted sets a precedent for any other Education Leave. This will be applied in a uniform manner.

Article 9: Duty Time Allocation

Certificated unit members covered by this Agreement will be on duty for the 180 days school is in session and will also be on duty for an additional five (5) days. Certificated employees have 185 workdays with 180 instructional days.

For the five duty days that school is not in session, unit members will be on duty for four staff development days and one work day as designated by the administration. On the work day there will be no more than a two-hour staff meeting scheduled. Unit members will be required to sign in and remain on campus during the work day.

Section 1. Site Based Management

Each site-certificated staff, with the agreement of the site administrator, shall have the right to modify their daily work schedule within the parameters of the collectively bargained workday. In no event will this be a requirement, but simply the option of a certificated site staff to take greater charge and provide flexibility at a given site.

Section 2. Minimum Days

- 2.1 Every Monday shall be a minimum day as defined by the negotiated and Board approved school year calendar. The annual District staff development calendar shall identify which Monday minimum day sessions are staff meetings, parent conference, or collaboration sessions prior to the start of the school year.
 - The first Monday (except June) in each month shall be utilized as a site staff meeting.
 - Monday minimum days during conference weeks will continue for conferences.
 - The remaining Monday minimum days shall be used for collaboration/staff development:
 - The site principal shall determine all but 5 of the collaboration agendas with a focus on student learning outcomes and/or school site goals in coordination with the site leadership team.
 - 5 of these collaboration sessions shall be grade level/department team driven agendas with a focus on student learning outcomes and/or school site goals. Grade level teams will provide a written summary of the collaboration session to their administrator.
- 2.2 Each school shall have ten minimum days for parent conferences as determined by the District.
- 2.3 The last day of school prior to winter break shall be a minimum day.
- 2.1 The last day of school shall be a minimum day.

Section 3. School Year Calendar

A Board approved school year calendar shall be posted annually.

Article 10: Instructional Time

The maximum average number of instructional minutes throughout the District is as follows:

Kindergarten	204 minutes
Grades 1, 2, 3, Extended-day Kindergarten	288 minutes
Grades 4, 5	323 minutes
Grades 6, 7, 8	335 minutes

The maximum instructional minutes reflect a 3 minute increase to the instructional day effective August 2024. Any increase to the site's instructional minutes shall be negotiated.

The District may offer extended day Kindergarten sessions at each school. Extended day kindergarten teachers shall receive at least three hours daily classroom support, which includes morning snack recess. If all kindergarten classes at a school are not extended day, assignment to an extended day Kindergarten shall be voluntary by seniority – the most senior teacher at a school site will have first right of refusal. Thereafter, the assignment and transfer provision of this agreement shall apply. Extended day kindergarten teachers shall not be responsible for supervisory duty before school starts, or immediately following dismissal except for their own class.

All Kindergarten teachers' report hours will be the same minutes as first, second, and third grade teachers. Any duties outside of Kindergarten will be voluntary.

Article 11: Starting and Ending Times

Effective the 2024/2025 school year, the District may not start any school day earlier, excluding kindergarten and zero periods, than 7:35 a.m. Any school may not have an end time later than 2:45 p.m. These start and end times exclude PACE and RCA.

Zero periods are assigned only with consent of teacher.

The earliest starting time for kindergarten is 7:40 a.m. and the latest ending for kindergarten is 3:01 p.m.

Within the earliest starting and latest ending times, the District may move starting and ending times up to 15 minutes without negotiating with EETA. Any change that exceeds 15 minutes or that moves the earliest and/or latest base year starting and ending times shall be negotiated between EETA and Enterprise Elementary School District.

Article 12: Bus Duty

No bargaining unit member will be assigned more than 15 minutes of bus duty per day.

Article 13: Class Size

Section 1. Regular Education General Provisions

- 1.1 TK class size and adult to student ratio shall align with Education Code requirements. The maximum number of students assigned to any teacher on a classroom basis will be 30 at the K-5 level and 32 at grades 6-8, with the exception of P.E. and Music. P.E. shall not exceed 40. The above class size change shall be implemented through normal student attrition through the 95/96 school year and completely implemented by the 96/97 school year.
- 1.2 Students may be assigned to a teacher on a tentative basis, not to exceed three (3) school days only if all like classes in the District are full. Principals shall hold a conference with teachers involved concerning placement of any students over 30 (K-5) or 32 (6-8) before the three (3) day period ends. This section shall not apply to a unit member with an independent study caseload.
- 1.3 Maximum class size K-5 shall be 30 students. Class size maximum may be exceeded to a maximum of 34 students on approval of the classroom teacher. Payment of \$4 per day, per student on the class roster, above the limit of 30 shall be paid monthly.

If 6-8 classes exceed 32, but not to exceed a maximum of 34, they will be compensated at the rate of \$1 per student on the class roster, per period, above the limit of 32 and shall be paid monthly. The per student amount shall be adjusted to \$1.67 for an 82 minute period and \$.84 for a 41 minute period.

An annual stipend will be provided to 6-8 teachers (excluding PE and Elective) who serve greater than 170 students for more than (65%) of the school year, excluding preparatory buyout or zero/after school period students. This stipend shall be \$1700. This stipend shall be paid at the end of the school year.

Exceptions to the above limitations (1.1 - 1.3) can occur upon the request of teacher(s) and the subsequent approval of the District and the Association. When such a request is made, the teacher shall discuss with the site administrator the instructional merits and education alternatives of creating an exception. After such discussion, the request will be forwarded in writing to the Superintendent and the Association for purposes of review and approval.

- 1.4 The Association shall receive a weekly written report detailing class size.

1.5 Combination Classes

1.5.1 Combination classes at the TK-5 level shall be formed by consecutive grade levels and have a maximum of twenty-seven (27). Combination classes shall be formed with the input of sending and receiving teachers for classes up to two (2) grades. Combination classes of three (3) grades shall require the approval of the association.

1.5.2 For combination classes the class size limit will be 30 with a \$4 per student per day stipend over 27. With the approval of the classroom teacher, the class size maximum will be 32 and the \$4 per student, per day stipend shall apply.

1.5.3 An annual stipend will be provided to TK-5 teachers who serve in a combination class for more than (65%) of the school year. This stipend shall be \$1700. This stipend shall be paid at the end of the school year.

- 1.6 The first ten (10) school days and the last ten (10) school days of the year shall be exempt from these provisions. In addition, the above limitations shall not apply to Music.

During the school year, site administrators may place students in K-5 classes of 30 and/or 31 students for a maximum of 5 days without approval of classroom teacher to allow for appropriate placement.

- 1.7 The District is willing to implement any class size reduction for which the state provides additional funds and specific mandates.
- 1.8 Effective July 1, 2021, an annual stipend will be provided to teachers who serve in a Community Day School (CDS) class and/or PACE Academy class for more than 65% of the school year. This Community Day School (CDS) class and/or PACE Academy class teacher stipend shall be \$5,000 for K-8 teachers. Article 13 Section 1.5.3 does not apply to CDS and/or PACE teachers.
- 1.9 Effective July 1, 2025, an annual stipend of \$1,700 will be provided to teachers that meet the California requirements to teach Transitional Kindergarten (TK) students and who serve in a classroom with TK students for 65% or more of the school year. The stipend shall be paid at the end of the school year.
- 1.10 Independent Study Class Size is equivalent to the Independent Study student caseload/roster. Class size is not the amount of students in a workshop or class, which is separately defined in Article 14.
- 1.11 Teachers covered under an internship credential or permit shall not be asked to accept students beyond the contractual maximum class size.

Section 2. Special Education Classes

- 2.1 Under no circumstances shall the enrollment in regular academic K-3 classes exceed 25, or exceed 28 in regular academic 4-8 classes when the number of students with active Special Ed IEP's (excluding speech, adaptive P.E.) exceeds six (6) except when accompanied by direct instructional support. The maximum number of students with active IEP's (excluding speech, adaptive P.E.) shall be nine (9). Direct instructional support means assistance from additional personnel. K-5 direct instructional support is given during academic subjects (Language Arts, Math, Science, and/or History) for no less than 1.0 hour per day. In 6-8 direct instructional support is defined as at least 50% of the academic period and/or weekly equivalent (Language Arts, Math, Science, and/or History). For 6-8 the first ten (10) school days of each trimester shall be exempt. Teachers with permanent status shall have the option to decline direct instructional support. Support can be reinstated at any time by teacher request. Reinstatement of direct instructional support shall occur within ten (10) school days.

The maximum enrollment in SDC classes shall be 14 students in grades K-5 and 16 students in grades 6-8. Teachers teaching SDC classes in grades 6-8 shall receive a preparation period.

Any SDC teacher with at least 2 years of experience that is willing to take up to two (2) additional students in their class during the upcoming school year shall inform the District by March 1st. If hired after March 1st, the SDC teacher will inform the District within 30 days of hire. Those who submit in writing their willingness by the deadline shall receive a \$250 stipend in the following August paycheck. Any SDC teacher that does not submit in writing their willingness by March 1st, may still choose to take up to two (2) additional students in their class any time during the school year, but they will not receive the \$250 stipend.

If an additional student(s) is added the SDC teacher's classroom roster they shall be compensated at a rate of \$10 per day per student. The first ten (10) school days and the last ten (10) school days of the year shall be exempt from these provisions.

- 2.2 Article 13 Section 1 does not apply to special education classes.
- 2.3 Effective July, 1, 2015, an annual stipend will be provided to teachers that hold a valid California credential as an Education Specialist with either an autism authorization or a Moderate/Severe Credential who serve in a Special Day Class (SDC) for more than 65% of the school year. This stipend shall be \$5,000. This stipend shall be paid at the end of the school year.
- 2.4 Speech pathologists caseloads shall not exceed 55 students as provided by state law.

Article 14: Hours and Responsibilities

Unit members covered by this Agreement are to be on campus thirty (30) minutes before classes begin, and are to have a thirty (30) minute duty-free lunch period in accordance with Education Code requirements. Unit members assigned an independent study caseload shall collaboratively submit their work schedule for administrative approval and be on campus thirty (30) minutes prior to a scheduled workshop/class/tutoring/study hall or student meeting.

Unit members are to fulfill all their professional responsibilities related to instruction, planning, preparing, and executing their assigned duties to the full benefit of the children and are directly responsible to their immediate supervisor to see that these responsibilities are adequately fulfilled. This includes Back to School Night, Open House, parent conferences, SST, SAT, IEP or other related meetings. Unit members are to fulfill their responsibilities as far as job-related activities are concerned, and shall be responsible to their immediate supervisor in determining how these responsibilities are to be best fulfilled. Unit members shall maintain at least one day of emergency sub plans in their classroom or in a designated location on site and easily accessible in case of an unforeseen absence.

Except for inclement weather and emergencies, the District will eliminate morning bus and yard duty, mid-morning yard duty (K-5), and noon recess and cafeteria duty. The Site administrator and the staff at each site will develop plans for coverage for inclement weather and emergencies.

During staffing shortages, with administrator approval, a unit member that voluntarily performs mid-morning recess will be paid the prorated hourly rate for performing those duties unless already included in a stipend, such as TVP.

Unit Member Assigned an Independent Study Caseload: On-site Workshops/Classes/Tutoring/Study Hall/Lunch Supervision

1. A maximum of eight (8) hours per week of workshops/classes/tutoring/study halls/lunch supervision, in addition to student meetings, independent study preparation hours, and workshops/class preparation hours, may be required of each full-time unit member.
2. A full-time unit member with 15 students or less on their caseload/roster for three consecutive weeks, shall work up to two additional support hours for no additional compensation. Support hour duties shall be based on collaboration and approval of the administrator.
3. With prior approval of the administrator, a unit member may offer more than eight (8) hours of workshops/classes per week. Unit members will be compensated at the negotiated hourly rate of pay for additional workshops/classes per Article 4 Section 12.
4. The administrator shall decide the general parameters for the on-site workshops for all grade levels that will be offered with input from the unit members.
5. The unit members in collaboration with the administrator will work collaboratively in teams, for example TK-5, 6-8, 9-12, or by subject area, to determine with administrator approval the specific workshops/classes to be offered
6. Class/workshop sizes will be commensurate to the equipment and/or physical space for specific workshops/classes, with a maximum of 25 students.
7. On-site Workshops/Classes/Tutoring/Study Hall/Lunch Supervision shall not apply to non-general education teachers such as, but not limited to, School Psychologist, Special Education Teachers, Academic Dean, Speech Pathologist, that provide services to an independent study work site.

Independent study requirements by the California Department of Education (CDE) may supersede the hours and responsibilities of a unit member assigned an independent study if the agreement does not meet the requirements of independent study.

Article 15: Grievance

Section 1. Purpose

The purpose of this Grievance procedure is to secure equitable solutions to problems which may arise affecting the welfare or working conditions of members of this unit at the lowest possible administrative level. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Nothing contained in this Article will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with an appropriate member of the administration and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement, and that the EETA/CTA/NEA has been given the opportunity to be present at such adjustment and to state its views.

Section 2. Format

A "grievance" is a formal, written allegation by one or more members of the unit or by the EETA/CTA/NEA that there has been a violation, misinterpretation or misapplication of specific provisions of this agreement.

A "grievant" may be any certificated, non-management, employee of the unit covered by the terms of this agreement or the EETA/CTA/NEA.

A day is any day in which the central administrative office of the Enterprise Elementary School District is open for business.

The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to adjust grievances.

Section 3. Time Limitations

The parties agree it is important that grievances be processed as rapidly as possible. The time limits specified at each level are considered to be maximum and every effort should be made to expedite the process. The time limits may be extended by mutual agreement. During vacations and holidays the grievant will be allowed time limit extensions if written justification is submitted to the Superintendent within the established time limits.

Section 4. Reprisals

No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board of Education against any grievant, or any member of the EETA/CTA/NEA or any other participant in the grievance for following the grievance procedures or for EETA/CTA/NEA activities in pursuing grievance procedures.

Section 5. Meetings

Insofar as possible, meetings for purposes of resolving the grievance are to be held at times and places mutually agreeable to both parties.

Section 6. Grievance File

Documents, communications, and records dealing with the processing of the grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

Section 7. Preparing and Distributing Documents

Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the EETA/CTA/NEA and given appropriate distribution by the EETA/CTA/NEA so as to facilitate operation of the grievance procedure.

Section 8. Procedures

8.1 Level I

The grievant will first discuss the grievance with the appropriate principal or immediate supervisor, either directly or through the Association's designated grievance representative, with the objective of resolving the matter informally. This discussion shall take place within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, and shall clearly be identified as Level I of the grievance procedures in this agreement. The principal or immediate supervisor shall communicate his/her decision in writing to the grievant and to the EETA/CTA/NEA within ten (10) days after receiving the grievance. If no response is made within the time limit, the grievant may proceed to the next step.

If the grievance is against the Superintendent, Level I is omitted.

8.2 Level II

If the grievant is not satisfied with the disposition of the grievance at Level I, or if no written decision has been rendered within ten (10) days after the presentation of the grievance, he/she may file a grievance in writing simultaneously with the president of the EETA/CTA/NEA and the superintendent. Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee will meet with the grievant and a representative of the EETA/CTA/NEA in an effort to resolve the grievance. The Superintendent shall communicate his/her decision in writing to the grievant and to the EETA/CTA/NEA within ten (10) days after receiving the appeal. If no response is made within the time limit, the grievant may appeal to the next step.

8.3 Level III

If the grievant is not satisfied with the disposition of the grievance at Level II, or if no written decision is rendered within ten (10) days after he/she first met with the Superintendent or his/her designee, EETA/CTA/NEA may within ten (10) days after the decision by the Superintendent or his/her designee was due or rendered, request that the grievance be submitted to mediation. Within 10 days, the parties will attempt to agree upon a mediator. If an agreement on a mediator is not reached, the parties shall, within 5 days, request the California Mediation and Conciliation Service to assign a Mediator to attempt to resolve the matter. If the mediation is not held within 90 days, either party may proceed to Level IV. Level III mediation may be waived by mutual agreement of EETA and the District.

8.4 Level IV – Arbitration Procedures

If the grievance is not resolved at Level III, EETA/CTA/NEA may submit the grievance to arbitration by written notice to the Superintendent within fifteen (15) days after mediation concludes. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he has had an opportunity to hear the merits of the grievance.

- 8.5 The District and the Association shall request the California Mediation and Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the Enterprise Elementary School District and the grievant. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) submitted to him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step. The arbitrator will have no power to add to, subtract from, or modify the terms of this agreement or the written policies, rules, regulations and procedures of the Enterprise Elementary School District. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his findings and recommendations within thirty (30) days. The decision of the arbitrator shall be final and binding on the parties.

Article 16: Assignment and Transfer

Section 1. Definitions

- 1.1 **Vacancy** is created when there are not enough unit members to fill the necessary positions at a site or in program. This includes any vacated, promotional or newly created position, including positions created by reconfiguration or restructuring, and any supplemental instructional programs offered by the District.
- 1.2 **Assignment-** the grade level and site, or program and site placement of a Unit Member.
 - 1.2.1 Unit members that may serve multiple sites by the nature of their assignment and/or caseload coverage (Psychologist, Nurse, Speech Pathologist, etc.) shall not be entitled to compensation associated with any change in assignment.
 - 1.2.2 Unit members assigned to Resource shall receive compensation if their primary work site changes, per Section 2.3
- 1.3 **Reassignment-** the change in assignment that occurs at the same site/location. It shall not be considered a reassignment if going from a combination class to the grade level taught immediately prior to the combination class.
- 1.4 **Transfer-** the movement of a unit member from one work location to another work location, or from one program to another program.
 - 1.4.1 Such transfers may be initiated by the Unit Member (voluntary) or by the administration (involuntary).

Section 2. General Provisions

Unit Members covered by this agreement will be assigned by the Superintendent or designee to positions which are appropriate to the educational requirements of the Enterprise Elementary School District. Transfers and assignments are to be accomplished, as required, on the basis of priorities to be established by the Superintendent or designee, which are deemed to be reasonable, with the best interests of the students as the primary consideration. Transfers and assignments shall be made without regard to sex, age, race, racial/ethnic minority status, marital status, or any other unstated consideration.

- 2.1 All teaching and other assignments and classrooms shall be open to any Unit Member with the proper credential.
- 2.2 Reassignments and transfers shall not be punitive or disciplinary in nature, nor shall they be made or denied for arbitrary or capricious purposes.
- 2.3 A change in room at the same site or location that does not include a grade level or subject matter change shall not be considered a change in assignment or transfer. A unit member that must change their room will be paid one (1) day at their Daily Rate.

Section 3. Reassignments

- 3.1 Reassignment is the change in assignment of the grade level or program (excluding PE and electives) that occurs at the same site/location.
- 3.2 Whenever possible, when the administrator is planning to reassign a unit member for the following school year, the administrator will notify the unit member prior to the posting of vacancies as described in section 6, and prior to any announcement to other Unit Members, pupils, or parents.

- 3.3 A unit member who is reassigned will be paid one (1) day at their daily rate.
- 3.4 An administrator shall not reassign the Unit Member (Permanent Status) again for a period of the initial year of placement and subsequent school year. If enrollment prevents a unit member from holding the new position for two years, the unit member will be paid one (1) day at their daily rate in addition to the compensation in 3.3.

Section 4. Voluntary Transfers

- 4.1 A Voluntary Transfer is one that is initiated by the Unit Member in response to a vacancy.
- 4.2 A Unit Member may request a voluntary transfer to take effect during the current school year or at the beginning of the next school year. All Unit Members covered by this agreement may request a transfer to any school, grade, program, or position for which they qualify.
- 4.3 With the consent of the two site administrators and the Superintendent, any two unit members may choose to exchange positions. Such requests shall be made in writing to the Superintendent by April 15th prior to the school year in which the transfer is requested. Approved exchange requests shall not be entitled to compensation associated with the transfer.
- 4.4 If a unit member's request for a voluntary transfer is denied, the unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting, the unit member may request and shall receive written reasons for the denial.
- 4.5 Unit members returning from leave shall be afforded all rights provided under this section.

Section 5. Involuntary Transfers

- 5.1 An Involuntary Transfer is one that is initiated by an Administrator.
- 5.2 Whenever possible, when the District is planning to involuntarily transfer a unit member for the following school year, the District will notify the unit member prior to the posting of any vacancies as described in section 6, and prior to any announcement to other Unit Members, pupils, or parents.
- 5.3 Involuntary transfers will only take place after there has been a meeting between the appropriate administrator and the unit member affected for purposes of explaining the transfer. Upon request of the unit member affected, an Association member shall be present at such meetings. The unit member may also request and shall receive written reasons for the involuntary transfer.
- 5.4 Every effort shall be made to minimize the number of involuntary transfers. Involuntary transfers should be made only after all other alternative solutions have been thoroughly investigated.
- 5.5 An involuntary transfer shall not result in the loss of compensation, seniority, or any fringe benefit to a Unit Member covered by this Agreement.
- 5.6 When notification of an involuntary transfer occurs during the school year (prior to the last contractual duty day) for the following school year, the unit member will be paid one (1) days at his/her daily rate.
- 5.7 When notification of an involuntary transfer occurs during summer break, the unit member will be paid two (2) days at his/her daily rate.
- 5.8 Unit members involuntarily transferred during the regular school year (after the first contractual duty day), the unit member will be paid three (3) days at his/her daily rate.

- 5.9 If a Unit Member (Permanent Status) is involuntarily transferred, they may not be involuntarily transferred again for a period of the initial year of placement and subsequent school year. If enrollment prevents a unit member from holding the new position for two years, the unit member will be paid one (1) day at their daily rate in addition to the compensation for an involuntary transfer.

Section 6. Vacancies

- 6.1 Announcements of vacancies are to be properly advertised and posted.
- 6.1.1 During the school year, prior to district wide posting of the vacancy announcement, site administrators shall email the vacancy to unit members at the school site. Unit Members at the site of the vacancy shall have three (3) workdays from the initial posting in which to apply. Such applications will be first considered by the site administrator prior to district-wide posting.
- 6.1.2 Thereafter, the vacancy which results from any internal adjustment shall be posted district wide for a period of five (5) workdays prior to the filling of the vacancy. Such notice shall identify the vacancy by school, grade level, and subject matter.
- During the summer, the five (5) days shall be any day the District Office is open.
- 6.2 No assignment to fill the vacancy shall be made until after the closing date
- 6.3 For vacancies that occur during the school year (within the contractual work year), the District may elect to fill the vacancy with a candidate from outside the Bargaining Unit, instead of following the posting procedures. In such case, in which the position(s) is filled with a temporary teacher, the District will repost for the following school year according to the posting procedures.

Section 7. Committee on Assignments Outside Credential Authorization

Effective September 1, 1989, the District shall establish a Committee on Teacher Assignments pursuant to Education Code Section 44258.9(c)(d). The Committee shall be comprised of four members, two appointed by the Association and two appointed by the school administrators. The term of office shall be two years, except that one administrator and one teacher appointed at the inception shall serve terms of only one year. The District shall provide release time for the meetings of the Committee. The first chore of the Committee shall be to draft recommendations regarding the criteria for teacher qualifications for assignments outside the credential authorization

Article 17 A: Job Share Employment

Section 1. Conditions

It is the intent of this provision to allow job-share employment for full time certificated staff in instances where it is mutually beneficial to the employee and the District. Conditions of job share employment are:

- 1.1 It shall be the sole discretion of the District to determine:
 - 1.1.1 which employees will participate
 - 1.1.2 how many employees will participate
 - 1.1.3 form of the job-share employment
- 1.2 Full-time unit members who desire job-share employment must submit a request in writing to the Principal by February 15 to be considered for job-share assignment for the following school year. The District's commitment to individual employee's job-share employment extends for one year only and must be renewed annually at the District's discretion.

By February 15 annually, full-time unit members in job-share assignments must submit to the Principal in writing their request for continuation of the job-share assignment or their request to return to full-time assignment for the following year. The District will publish a list of all unit members interested in job-share by February 20.

By March 15, full-time unit members desiring job-share assignments shall specify the number of placement of hours per day, days per week, weeks per month and months per year which each applicant has agreed to work. The application shall also specify the respective duties which will be performed by each applicant. Such designated duties shall include but not be limited to: attendance at faculty meetings and other events at which attendance by bargaining unit members is required in accordance with this Agreement, responsibility for student grades, parent conferences, report cards, daily student attendance reporting and co-curricular activities, special events or other assignments which are included within the responsibilities of the full-time teaching position. Both job share teachers will attend "Back-To-School Night," open house, annual pre-service, and staff development days.

The site administrator will make a recommendation detailing the job share components, teaching partner, or other information necessary to assist the District in making a decision.

By April 15 the District will approve or deny all requests for job-share assignments for the following year.

- 1.3 The employee shall be paid a salary which is a pro rata share of the salary which would have been earned on a full-time basis.
- 1.4 The employee shall receive health benefits equal to a pro rata share of employment.
- 1.5 The employee and the District will participate in STRS in accordance with the rules established by the State Teachers Retirement Fund and at a pro rata share of salary.
- 1.6 The certificated employee will maintain seniority in accordance with Education Code provisions, with the date of hire being established as the first date of paid service.
- 1.7 The amount of sick leave earned varies directly to the percent of full-time employment. An employee who must use sick leave will reduce earned sick leave on the same basis as his/her employment.

- 1.8 All applicable Education Code sections and State Teachers Retirement System provisions will apply to this agreement.
- 1.9 Prior to any Board action on the placement of an individual pursuant to these provisions, the District shall provide a copy of these provisions to the individual and shall notify the Association of the intended action within sufficient time to counsel the employee of rights hereunder.
- 1.10 If a full-time unit member has entered into a job-share, and the other job-share partner is unwilling or unable to fulfill the responsibilities which were agreed to and undertaken, it shall be the responsibility of the remaining unit member after ten days to work cooperatively to find a substitute teacher replacement for his/her partner who is agreeable to the site administrator and the District.
- 1.11 In the event a job-sharing is discontinued, the unit member who held the position immediately prior to the position becoming a job-share, shall have the first opportunity for assignment to the full-time position. If neither job-share partner held the position prior to the job-share, then the most senior permanent bargaining unit member shall have the first opportunity to assignment to the full-time position.
- 1.12 In the event of an emergency, job-share timelines may be waived and a job-share may be established with the mutual consent of the unit member and the site administrator subject to District approval.

Article 17 B: Part-time Employment

Section 1. Conditions

This Article governs employment for unit members hired in positions which are less than one full time equivalent position, such as 50% teacher, 60% nurse, etc.

- 1.1 The work hours and days of employment rests with the sole discretion of the District.
- 1.2 The employee shall be paid a salary which is a pro rata share of the salary which would have been earned on a full-time basis.
- 1.3 For purposes of part-time certificated employment only, a full-time teaching load will be considered 7-1/2 hours per day for 185 working days.
- 1.4 The employee shall receive health benefits equal to a pro rata share of employment.
- 1.5 The employee and the District will participate in STRS in accordance with the rules established by the State Teachers Retirement Fund and at a pro rata share of salary.
- 1.6 The certificated employee will maintain seniority in accordance with Education Code provisions, with the date of hire being established as the first day of paid service.
- 1.7 The amount of sick leave earned varies directly to the percent of full-time employment. An employee who must use sick leave will reduce earned sick leave on the same basis as his/her employment.
- 1.8 The certificated employee who enters part-time certificated service, and who meets all of the conditions of the Pre-Retirement Part-time Employment or Health Insurance for Retirees provisions of the agreement between EETA and the Enterprise Elementary School District, with the exception of attaining fifty-five (55) years of age and who works at least 50% of a full-time position under the provisions of this agreement, will meet the "full-time employment" requirements under these two mentioned provisions. This full-time employment definition will apply to these two provisions only.
- 1.9 All applicable Education Code sections and State Teachers Retirement System provisions will apply to this agreement.

Article 18: Health Insurance for Retirees

Section 1. District Payment

The District will assist certificated employees to achieve retirement prior to the age of sixty-five (65). The following conditions will prevail under the terms of the agreement:

1. The employee must have attained Step 12 (Teacher) on his/her column or Step 7 (Psych, Nurse, Speech Path) on the certificated salary schedule.
2. Employee must be at least fifty-five (55) years of age at the time of retirement.
3. The employee must have been employed full-time in a position at the Enterprise Elementary School District requiring certification for at least ten (10) years immediately preceding retirement.
4. The employee must qualify as a State Teachers Retirement System retiree, and must provide written verification to the District that they are eligible and participating in the State Teachers Retirement System.
5. The employee must submit a Letter of Resignation to the District.
6. The employee will submit their enrollment for District retiree coverage within 30-days of their last work day.
7. The District will maintain health, dental, and life insurance benefits for participants at the same level as full-time certificated employees, except that health, life and dental insurance benefits will be for the employee only and will not include coverage for dependents. The employee, at his/her own discretion, may insure his/her dependents under the health, dental, and life insurance programs by making appropriate payment to the District to cover the additional cost.
8. The health insurance benefits will cease when the retiree becomes eligible for either Medicare or Medi-Cal, or when the retiree reached age sixty-five (65) whichever occurs first.
9. All applicable Education Code Sections and State Teachers Retirement System provisions will apply to this agreement.
10. The District will continue to provide the in-force plan coverage and insurance cap at the active employee rate (as identified in Article 6) for the first two months after the effective date of an employee's retirement. Effective the third month after retirement, the District will provide the annual retiree health insurance cap of \$8,518.00, or \$709.83 per month. Effective July 1, 2023, the District will provide the annual retiree health insurance cap of \$10,800.00, or \$900.00 per month.

Article 19: Pre-Retirement/Part-Time Employment

It is the intent of this Article to provide options for certificated employees for part-time employment to phase in their retirement program. A return to full-time service of any employee who has entered into this program is not contemplated by the District.

In order to participate in this program, a certificated employee must meet the following criteria:

1. The employee must have reached the age of fifty-five (55) prior to reduction of work load.
2. The employee must have been employed full-time in a position with the Enterprise Elementary School District, requiring certification, for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment.
3. The option of part-time employment must be exercised at the request of the employee and can be revoked only with the mutual consent of the District and the employee.
4. The employee shall be paid his/her salary, which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The employee shall receive health benefits equal to a full-time employee.
5. The minimum part-time employment shall be equivalent of one-half of the number of duty days of service required of the regular full-time certificated employee of the District in the specified year, or if the Governing Board agrees, the reduced service may be on a daily schedule or full-time for at least one-half year; however, member and employee contributions must be paid monthly to STRS.
6. An employee participating in this program shall receive the credit under STRS he/she would receive if he/she were on a full-time basis. Both the employee and the District shall contribute to the State Teachers Retirement Fund the amount that would have been contributed if the employee were on a full-time basis.
7. A teacher in the reduced teaching service program may remain therein for a period of five years or to the end of the fiscal year in which he/she attains the age of sixty-five (65), whichever comes first, at which time the teacher shall retire.
8. The final determination as to which employees, or how many employees will participate in the program, and the form of the part-time employment, rests within the sole discretion of the Board.
9. Any modification in the level of the part-time service of any employee who has entered into this program or any return to full-time service shall be permitted only with the mutual consent of the District and the employee.
10. To be eligible to participate in this program, the employee must have attained the maximum step of his/her column on the teacher salary schedule.
11. Employees who terminate before the end of the school year will receive retirement credit based on the salary actually paid in the proportion that it relates the annual salary that would have been paid had the employee continued.
12. The amount of sick leave earned varies directly to the percent of full-time employment and an employee who must use sick leave will reduce earned sick leave on the same basis as his/her employment.
13. All applicable Education Code sections and State Teachers Retirement System provisions will apply to this agreement.

Article 20: Early Retirement Options

Section 1. Retirement Bonus

Unit members that submit their retirement letter on or before February 1 of any school year will receive a one-time payment of \$5000.

Unit members will be eligible for the early retirement bonus upon completion of a full year of service. During any year a retirement incentive is offered equal to the value of the bonus listed above or higher, there will be no retirement bonus given.

Article 21: Miscellaneous Teaching Conditions

Section 1. Complaints Affecting Evaluation

- 1.1 The District shall not utilize any complaint by a citizen which might affect the evaluation of a unit member or which is entered into the permanent personnel record without first providing the following rights:
 - 1.1.1 the complaint must be reduced to writing and given to unit member within five days;
 - 1.1.2 the unit member has a right to confront the complainant;
 - 1.1.3 the unit member has a right of Association representation;
 - 1.1.4 the unit member has a right to respond both orally and in writing and have such written response attached to the complaint;
 - 1.1.5 the right to appeal, beginning at level II of the grievance procedure, the principal's determination of the validity of the complaint.
- 1.2 If, through the utilization of the grievance procedure, the complaint is proved to be invalid, such complaint cannot be placed in the file, nor can such complaint be used in an evaluation.

Section 2. Temporary Suspension of Pupils

- 1.1 A unit member may temporarily suspend a pupil from the unit member's classroom in cases where the pupil has committed an assault or battery upon the teacher or another unit member or pupil, provided the pupil is accorded full due process rights as established by law. Upon request of either site administrator or the unit member, the District will pursue permanent removal from the unit member's classroom, and expulsion if necessary
- 1.2 A written description of the rights and duties of unit members with respect to student discipline and the right to suspend students, shall be presented to each unit member, in writing, on the first day of each school year.

Section 3. Substitute Teachers

The District will insure substitute teachers who are instructed by management to follow the established lesson plans, grade daily papers, and generally perform the assigned duties.

Section 4. Employee Assistance Program

Nothing prevents an evaluator from recommending that a unit member use the employee assistance program, but use or non-use of the EAP is strictly confidential and will not be used for the purposes of evaluation.

Article 22 A: Peer Assistance and Peer Review

- I. Purpose: Both parties are continually striving to provide the highest possible quality of education. In order for students to succeed in learning the teachers must succeed in teaching. Therefore the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional and peer assistance. Participants will include only referred permanent teachers with unsatisfactory evaluations in teaching methods and instruction. This article will comply with relevant Ed. Code.
- II. Joint Panel
 - A. The panel shall consist of 5 members, the majority of whom shall be permanent certificated classroom teachers who are chosen to serve by other classroom teachers through EETA procedures. Two administrators shall be appointed by the Superintendent. The members of the Joint Panel shall serve for two years. Initial terms for implementation will be 2, 3, and 3 years for EETA members and 2, and 3 years for administrators.
 - B. The Joint Panel shall establish its own meeting schedule. Four members of the Panel shall be present to conduct business. The District shall provide reasonable release time for members of the Joint Panel for meeting, training, and conducting classroom observations of Consulting Teachers candidates and shall pay for any substitutes. Short meetings may be held outside of the normal workday at the discretion of the Joint Panel members. Release time and substitutes shall be funded through PAR program revenues.
 - C. The Joint Panel shall be responsible for the following:
 - 1. Establishing a budget based on revenue generated by the PAR program.
 - 2. Providing annual training for the Joint Panel members.
 - 3. Establishing its own rules of procedure, including the method for the selection of a Chairperson. Adopting Rules and Regulations to effect the provisions of the Article. Said Rules and Regulations will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
 - 4. Selecting Consulting Teachers prior to the end of the school year. To do this the Joint Panel will establish an application procedure.
 - 5. Providing training for Consulting Teachers prior to Consulting Teacher's participation in the program.
 - 6. Sending written confirmation of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher and the site Principal.
 - 7. Establishing guidelines for the workload of Consulting Teachers and for assigning participating teachers to Consulting Teachers. The workload will be one to one unless modified by the Joint Panel. The Joint Panel makes the recommendation for assignment of consulting teachers with participating teachers. The participating teacher may reject one of the consulting teachers.
 - 8. Making available names of Consulting Teachers for selection by the Participating Teacher.
 - 9. Distributing, by September 15, a copy of the Joint Panel's adopted Rules and Regulations to all bargaining unit members and administrators.

10. Reviewing the final report prepared by the Consulting Teacher and making a report to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program.
11. Evaluating annually the impact of the PAR program in order to improve the program and determining the number of Consulting Teachers in the following school year, based upon participation in the PAR Program, and revenue generated by PAR.
12. The Joint Panel shall assess the performance of the Consulting Teachers on an ongoing basis. The Panel shall reserve the right to rescind the appointment of a Consulting Teacher who does not meet the expectations.
13. All proceedings and materials related to evaluation, reports and other personnel matters shall be strictly confidential. Therefore, Joint Panel members and Consulting Teachers may disclose such information only as necessary to administer this Article.
14. The stipend for all the members of the Joint Panel shall be \$1035 per year. The stipend will be paid in two installments from money generated by the PAR Program. The first installment will be in the December check and the second one in the May check.
15. Teachers, who provide assistance and review, including panel members, shall have the same protection from liability and access to appropriate defense as other public school employees under the Government Tort Claim Act (Division 3.6 commencing with Section 810 of Title I of the California Government Code).
16. The EETA shall have the right to participate in the PAR Program without liability for its lawful, good faith actions.

If involved in the "Stull Act" job performance evaluation or representation of a Participating Teacher, any employee, official or agent of the Employer or the Union shall be recused from deliberation as a Joint Peer Review Panel Member or service as a Consulting Teacher.

III. Consulting Teachers

- A. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Regulations, provided that the following shall constitute minimum qualifications:
 1. A credentialed classroom teacher with permanent status.
 2. Recent classroom instruction experience consisting of full time responsibility for pupil instruction for at least five (5) in the last seven (7) years.
 3. Shall demonstrate exemplary teaching abilities, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- B. For a period of one (1) calendar year after the end of their service as a consulting teacher, make no application for any position as a paid consultant to the joint panel or with the Employer as Confidential, Management, and/or Supervisory employee within the meaning of Government Code sections 3540.1(c) 3540.1(g), and 35401.(m), respectively.

- C. The Employer shall not hire any Joint Review Panel member or any Consulting Teachers in any position as a Confidential, Management or Supervisory employee, within the meaning of Government Code sections 3540.1(c) 3540.1(g) and 35401.(m), respectively, for a period of at least one (1) calendar year following their PAR Program service.
- D. Per request by the Joint Panel, the Employer shall post vacancies for the position of Consulting Teacher.
- E. All applications and references shall be treated with confidentiality.
- F. A Consulting Teacher shall be selected by a majority of the Joint Panel after they have conducted classroom observations of the candidates.
- G. The yearly stipend for the consulting teacher will be \$4,452 which shall be paid in two installments. The first installment will be in the December check and the second in the May check. Support budget for each Participating Teacher shall be \$1,700 (release, mileage, and supplies.)
- H. The term of the Consulting Teacher shall be one (1) year and the Joint Panel may reappoint the Consulting Teacher for the additional term with the agreement of the consulting teacher.
- I. Functions performed pursuant to this Article by bargaining unit members shall not constitute management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members.
- J. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher. The Consulting Teacher shall consult with the evaluator in developing the assistance plan.
- K. The Consulting Teacher will submit a report to the Joint Panel. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Teacher to receive his/her input and signature before it is submitted to the Joint Panel. The Reference Teacher's signing of the report does not necessarily mean agreement, but rather that he/she has received a copy of the report. The Referred Teacher shall have the right to submit a written response, within ten (10) days, and have it attached to the final report.
- L. Teachers, who provide assistance and review, including panel members, shall have the same protection from liability and access to appropriate defense as other public school employees under the Government Tort Claims Act (Division 3.6 commencing with Section 810 of Title I of the California Government Code).

IV. Participating Teachers

- A. Referred Teacher is a teacher with permanent status who receives an unsatisfactory evaluation in teaching methods and instruction.
- B. A Participating Teacher may request a particular Consulting Teacher. The Joint Panel will make all reasonable attempts to honor this request.
- C. One time during a PAR year a different Consulting Teacher may be selected to work with the Participating Teacher at any time during the process when requested to do so by the Participating Teacher or the Consulting Teacher.

- D. All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential. Therefore, Joint Panel members and Consulting Teachers may disclose such information only as necessary to administer this Article.
- E. Participating Teachers shall have the right to confidential participation in the PAR program to the full extent of permitted by law.
- F. All documents related to the PAR Program which personally identify Participating Teachers shall be confidential.
- G. All documents under the PAR Program shall be considered personnel records, including: “Stull Act” job performance evaluations and supporting documentation; observations records; Consulting Teachers’ reports, PAR Final Evaluations; and all other personally identifiable documents prepared under the PAR Program.
- H. Joint Peer Review Panel Members and Consulting Teachers shall hold all such documents confidential to the extent permitted by law.
- I. Joint Peer Review Panel Members and Consulting Teachers shall disclose such documents only:
 - 1. with the express written consent of the Participating Teacher;
 - 2. as necessary to administer this article; and/or
 - 3. as expressly required by law.
- J. A Participating Teacher shall disclose information to a Consulting Teacher on a confidential basis. The Consulting Teacher shall hold such information confidential unless:
 - 1. The Participating Teacher expressly consents to the disclosure in writing; and/or
 - 2. Disclosure is essential to achieve the purposes of the PAR Program and /or
 - 3. Disclosure is expressly required by law.
- K. In accordance with the procedures established under the PAR Program, a Participating Teacher shall challenge any violation, misinterpretation, or misapplication of the standards, practices, and procedures for Peer Assistance and/or Peer Review by filing a complaint with the Joint Peer Review Panel.

V - Rights of Participating Teacher

Nothing in this agreement shall limit, abrogate or waive Participating Teachers’ rights under the California Peer Assistance and Review Program or this Agreement.

- 5.1 Nothing in this agreement shall limit, abrogate or waive any Participating Teacher’s right to file a grievance to challenge any violation of this agreement by the Employer, any Joint Peer Review Panel member, and/or any Consulting Teacher.
- 5.2 Nothing in this agreement shall limit abrogate or waive a Participating Teacher’s right to enforce Education Code sections 44500 et seq. or section 44660 et seq.
- 5.3 Except as provided herein, exhaustion of remedies under the Grievance Procedure, pursuant to article 15 of this Agreement, shall not constitute or be deemed to be an administrative remedy or a jurisdictional precondition to the enforcement of rights under Education Code sections 44500 et seq or sections 44660

et seq. Unit members shall not be required to file and litigate a grievance to exhaust administrative remedies.

VI - Peer Assistance Plan

- A. By July 1, the Participating Teacher and the Cooperating Teacher will mutually develop and agree on a Peer Assistance Plan.
- B. If the Participating Teacher and Cooperating Teacher are unable to agree to the Peer Assistance Plan, the Joint Panel shall meet to mediate an agreement.
- C. Once signed by Participating Teacher and Cooperating Teacher, the Peer Assistance Plan can only be modified by mutual written consent.
- D. The Peer Assistance Plan will be recorded using forms agreed to in this document (attached)
- E. The Peer Assistance Plan shall consist of at least 3 activities from the following list.
 - *Meetings with Cooperating Teacher*
 - *Observation of Participating Teacher by Cooperating Teacher*
 - Conferences / Workshops / Course work
 - Recommended reading
 - Observe peers
 - Develop lesson plans
 - Other activities (specify)
- F. Activities marked with a * must be included in the Peer Assistance Plan
All costs associated with activities listed in the Peer Assistance Plan shall be borne by the PAR program.

VII - Cooperating Teacher's report to Joint Panel:

- A. By Feb. 15th, the Cooperating Teacher will deliver to the Joint Panel, and to the Participating Teacher, and to the Participating Teacher's supervisor, an evaluation of the Participating Teacher's participation in the Peer Assistance & Review program.
- B. The evaluation will be reported using forms agreed to in this document. (attached)
- C. Activities marked with a * must be marked 'Yes' in order for the evaluation to be marked 'Successful'
- D. Activities not listed in the Peer Assistance Plan will be marked 'N/A'.
- E. If the number of activities marked 'Yes' equals or exceeds the number of activities marked 'No', the evaluation shall be marked 'Successful', providing all activities marked with a * are marked 'Yes'.
- F. If more activities are marked 'No' than are marked 'Yes', the evaluation shall be marked 'Unsuccessful'.
- G. If any activities marked with a * are marked 'No', the evaluation shall be marked 'Unsuccessful'.
- H. The evaluation report will be available for inclusion in the Participating Teacher's personnel file.

VIII - Participating Teacher's right to respond:

- A. Participating Teacher has the right to present a response, in writing, to the Joint Panel, to the supervisor, and to the school board, concerning the Cooperating Teacher's report to the Joint Panel, within 10 days of receipt of the report.

IX - Joint Panel's report to the school board:

- A. By March 1, the Joint Panel will prepare a report to the school board, or its designee, listing the names of teachers who received an 'Unsuccessful' evaluation on their Cooperating Teacher's report to the Joint Panel. At the same time, any responses to the evaluation reports from Participating Teachers will also be forwarded to the school board.

This is a confidential document

Peer Assistance Plan

Attach additional sheets as necessary

Participating Teacher: _____

Cooperating Teacher: _____

Meetings with Cooperating Teacher (Specify number of meetings to be held)

Observation of Participating Teacher by Cooperating Teacher
(Specify number of observations to be conducted)

Conferences / Workshops / Course work (List number and titles to be attended. It is understood that specific dates and/or titles of this activity may not be known when Peer Assistance Plan is first developed. In such a case, the relevant information shall be appended to the Peer Assistance Plan as it becomes known)

Recommended reading (Specify titles)

Observe peers (Specify number of peer observations to be conducted)

Develop lesson plans

(Specify number of lesson plans to be developed)

Other activities (specify)

* Activities marked with a * must be included in the Peer Assistance Plan.

Approved:

Participating Teacher

Date

Cooperating Teacher

Date

Cooperating Teacher's Report to Joint Panel

Participating Teacher: _____

Cooperating Teacher: _____

Activity _____

Completed

Meetings with Cooperating Teacher*	Yes	No	
Observation of Participating Teacher by Cooperating Teacher*	Yes	No	
Conferences / Workshops / Course work	Yes	No	N/A
Recommended reading	Yes	No	N/A
Observe peers	Yes	No	N/A
Develop lesson plans	Yes	No	N/A
Other activities (specify)	Yes	No	N/A

Participating teacher's involvement in the Peer Assistance and Review program was:

Successful

Unsuccessful

Cooperating teacher

Date

* Activities marked with a * must be included in the Peer Assistance Plan.

Activities not listed in the Peer Assistance Plan will be marked 'N/A'.

In order for any item to be marked 'Yes', at least 80% of that activity must be completed

* Activities marked with a * must be marked 'Yes' in order for the evaluation to be marked 'Successful'

If the number of activities marked 'Yes' equals or exceeds the number of activities marked 'No', the evaluation shall be marked 'Successful', providing all activities marked with a * are marked 'Yes'

If more items are marked 'No' than are marked 'Yes', the evaluation shall be marked 'Unsuccessful'.

If any activities marked with a * are marked 'No', the evaluation shall be marked 'Unsuccessful'.

Article 22 B: Professional Development Committee

1. PAR program will be funded from revenues from existing mentor funds and those generated by participation in the PAR program. In the event that the PAR committee has additional funds after meeting obligations of Peer Assistance and Review, the funds shall be provided to the Professional Development Committee.
2. A Professional Development Committee will be established. The Committee shall consist of 3 EETA unit members and 2 administrators appointed annually. Each unit member and administrator shall receive a yearly stipend of \$518.
3. Sites may apply for funding of staff development activities to be used on Staff Development Buy Back Days.
4. Duties of the PDC shall include and not be limited to:
 - A. Establishing annual staff development priorities for PDC funds with board approval.
 - B. Soliciting for and selecting individual and/or teams of teachers to work in the development and delivery of the staff development activities.
 - C. Monitoring and assessing the effectiveness of the staff development activities.

Article 23: Probationary Teachers

Section 1. Non-Reemployment

1.1 Rights and Rules for All Probationary Unit Members

- 1.1.1 Each probationary unit member will have his/her needs for training and assistance recognized by the District. Accordingly, the District shall send each probationary unit member by November 15 of each school year a written plan containing a calendar of District-supported inservice, a list of professional growth advisors and mentor teachers, the procedures for requesting release time for inservice and observation, and a copy of this contract Article.
- 1.1.2 Both the District and the Association recognize that a probationary unit member's first priority is classroom instruction and management.
- 1.1.3 The association shall have up to one-hour at the new hire orientation.
- 1.1.4 Probationary unit members shall not be given adjunct duties at their school sites that are substantially different in type or degree than other unit members.
- 1.1.5 Probationary unit members, unless they have five or more years of previous teaching service, shall not have Phase II student teachers and shall not serve on any district curriculum/instruction/planning/policy committee.

Section 2. Dismissal and Suspension--Probationary Unit Members During the School Year

2.1 Application

First and second-year probationary unit members shall, during the school year, be subject to dismissal or suspension for a specified period of time without pay for unsatisfactory performance or for cause as enumerated in Education Code §44932. This provision shall not apply to second year unit members with respect to unsatisfactory performance.

2.2 Appeal and Hearing

2.2.1 Notice of Intention to Suspend or Dismiss During the Year

The District Superintendent or designee shall give written notice thirty (30) calendar days, excluding holidays and vacations, but not weekends, in advance of any intended dismissal or suspension without pay to any probationary unit member against whom dismissal or suspension action is initiated by the District during the school year.

The notice shall include a statement of the reasons for the dismissal or suspension, notice of the opportunity to appeal, and a copy of the appeal procedure with a copy to the Association. In the event of a dismissal for unsatisfactory performance, a copy of the unit member's evaluation shall accompany the written notice. The notice shall be hand delivered or sent by regular U.S. mail to the unit member's last known address and shall be accompanied by a proof of service.

2.2.2 Notice of Appeal

The probationary unit member's shall have fifteen (15) calendar days from the date of receipt of the notice of dismissal or suspension to submit to the Board a written request for a hearing. Failure of the unit members to respond within the time specified shall constitute a waiver of the unit member's right to a hearing.

2.2.3 Pay Pending Hearing

The unit member will continue to receive pay and other entitled benefits while the hearing is pending. However, nothing in this Article shall preclude the placement of the unit member on administrative leave from duty with pay during this period when serious misconduct is alleged.

2.2.4 Hearing Procedures

- 2.2.4.1 The hearing shall be conducted in accordance with levels III and IV of the grievance procedure.
- 2.2.4.2 The hearing shall commence within sixty (60) days of the notification of the selection of the arbitrator unless the arbitrator, for good cause, grants a continuance or the parties mutually agree to a continuance.
- 2.2.4.3 The final decision as to whether the employee should be dismissed or suspended is solely within the discretion of the Board.

Article 24: Layoff

1. Criteria for Determining Seniority for Layoff

- A. Seniority is determined by the unit member's first day of paid service as a probationary employee.
- B. The criteria and numerical scale to determine the seniority of probationary and permanent employees having the same first day of paid service as a probationary employee shall be the following:

1. Professional Preparation

- a. Each teaching and support credential held for services 3 points
- b. Each subject area of teaching competency established by the teacher's major 2 points
- c. Each subject area of teaching competency established by the teacher's minor 1 point
- d. Each Master's Degree held 1 point
- e. Additional coursework of at least 15 semester hours (Up to a maximum of 75 hrs.) 1/2 point

2. Experience

- a. Each year of previous in-district experience as a certificated employee which reflects of years of service other than the most recent first day of paid service as a probationary certificated employee. This section covers certificated employees who may have resigned and been rehired at a later date. 1 point
- b. Each year of out-of-district public school experience up to five years as a certificated employee will be equal to 1/2 point

3. Specialized Training

- a. Language Development Specialist 3 points
- b. Resource Specialist Certificated 3 points
- c. Reading Specialist Certificate 3 points
- d. Other California State Recognized Certificates (3 points per certificate) 3 points

4. Others (maximum 1/2 point may be applied per Section 4)

- a. Mentor 1/4 point
- b. Site Council 1/4 point
- c. Assigned/Paid District Committees 1/4 point
- d. District/Dept.-level Curriculum Committees 1/4 point
- e. Additional intervals of 5 units Beyond Amount Being Currently Paid for 1/4 point
- f. District Coaching/Intramural Sports/Clubs 1/4 point

- C. As between certificated employees with the same first day of paid service as a probationary employee, seniority shall be based upon the number of points earned by the application of the criteria set forth in

Item B above. Employees with the fewest points shall be terminated before employees with more points. The association shall be afforded the right to be involved in the application of the criteria.

- D. If any two or more certificated employees who first rendered paid probationary service on the same date still has the same number of points after application of points provided above, the ranking of such employees shall be determined by a lottery conducted by the Superintendent or designee, in the presence of the Association.
- E. The District shall annually furnish the Association with the current seniority list. The District shall update the list on an annual basis, and as new positions are created or filled thereafter.

2. Benefits for Laid Off Unit Members

- A. The Employee shall be provided up to three (3) days of paid leave for the purpose of attending verifiable interviews, and/or updating his/her placement files, unless on an extended medical leave at the time of the interview. Said leave shall require at least twenty-four (24) hours' advance notice to the Superintendent, unless the District waives this requirement.
- B. A unit member who is laid off shall be entitled, along with his/her dependents, to continue enrollment in any health and welfare plan offered by the District to unit members as follows: The employee shall continue to receive, at no cost to the Employee, through September, the medical and health insurance benefits he or she was receiving, including dependent coverage. Thereafter, the unit member may, if he/she chooses, continue to pay the necessary premiums on a monthly basis, as provided under COBRA, unless he/she becomes employed elsewhere and has insurance provided by that employer.

3. Recall Rights

- A. Permanent and probationary laid off unit members shall have recall rights for up to 39 months following the effective date of his/her layoff.
 - B. If any vacancy or open position, including, but not limited to, temporary and substitute positions occur, the District shall offer the position to the most senior laid off unit member who is credentialed and qualified to perform the service required by the open or vacant position. Such offer shall be by certified letter to the laid off unit member's current mailing address on file with the District. District shall provide a laid off unit member with a copy of the article. The laid off unit member shall keep the District informed of his/her current address and telephone number.
 - C. A laid off unit member shall have 10 days to accept the offer. Laid off unit members shall have the right to reject any offer of a substitute or temporary position without waiver of any recall rights.
4. Section one of this article shall not be subject to the grievance procedure since unit members have the right to an administrative hearing as provided by statute. In the event of a grievance concerning recall rights, the District may use a substitute pending the resolution of the grievance.

Article 25: Staff Development

The work year shall be 185 workdays exclusive of any staff development make up days. The four staff development days shall be as follows:

Three staff development days shall be scheduled as set forth in the school calendar. Credit for up to 3 days shall be awarded in full increments of 6 hours for each day. All unit members shall attend. Failure to complete 3 days of staff development qualifying for state reimbursement during the school year will result in a loss of pay and less than a full year of service for retirement purposes. This provision shall be applicable to all unit members regardless of whether the service they provide qualifies under the state program. Credit for up to 3 days shall be awarded in full increments of 6 hours for each day. The District will offer a make-up day (Buy Back Day) identified on the school year calendar for those unit members who fail to attend at regularly scheduled staff development days for unforeseen personal and compelling circumstances over which the unit member has no control.

One staff development day shall be an 8.0 hour increment and shall be utilized for assigned annual training to be completed at the unit member's discretion by the District identified due date.

Unit members shall have an option to timecard up to two additional days at the unit member's daily rate for the purpose of District approved professional development. The additional days shall be worked on site on a District identified Intersession day in coordination with their site/program administrator.

Article 26: Organizational Security

Section 1. Employee Rights

- 1.1 The District and the Association recognize the right of employees to form, join, and participate in the employee organization and the equal, alternative right to not form, join, or participate in the employee organization. Neither party shall discriminate against an employee in the exercise of those rights.
- 1.2 Membership in the Association shall not be compulsory. An employee has the right to choose either to (1) become a member of the Association and pay dues or (2) to pay to the Association a fee for representation services or "in lieu of fee verification" as outlined in this article.

Section 2. Representation Fee Membership Election

- 2.1 The representation fee provisions which are set forth in this Article shall be severed from the remainder of this Agreement and shall be voted upon separately by all unit members who are included within the bargaining unit represented by the Enterprise Elementary Teachers Association. Such election shall be held and conducted in accordance with Section 3546(a) and 3546(b) of the Education Employment Relations Act, the rules and regulations of the Public Employment Relations Board, and decisional law interpreting such sections.
- 2.2 The implementation of this Article shall be strictly subject to the results of the election which shall be conducted as described above. Such articles pertaining to the collection of a representation fee shall become effective only if a majority of those unit members included within the bargaining unit represented by the Association who vote in such election actually approve the option of a representation fee as set forth in those articles cited above. Failure to achieve the aforementioned majority vote shall result in the severance of this ineffective Article and shall not be deemed to affect the remaining provisions of this Agreement.

Section 3. Security

- 3.1 The Association, recognizing both its obligation and its expense to fairly and equally represent all bargaining unit members for whom it is the exclusive representative under Government Code Section 3540, and further recognizing unit member rights to association membership under the same statute, shall collect dues, representation fee, or receive "in lieu of fee verification" for each unit member as outlined in this Article.
- 3.2 Any unit member who is a member of EETA/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year or, in the case of employees hired after October 31 for the remaining part of the school year, prorated to make the number of payments equal to the number of remaining months worked.
- 3.3 Any unit member who is not a member of EETA/CTA/NEA or who does not make application for membership in the Association within the thirty (30) days of the effective date of this Article or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a representation fee in an amount equal to that amount permitted by law, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 3.2 of this Article.

- 3.3.1 In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 3.2 above, the Association may in writing request that the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 3.2 of this Article. There shall be no charge to the Association for such mandatory representation fee deductions.
- 3.3.2 If the unit member and the Association are unable to reach agreement on the manner of payment, the Association shall notify the District in writing that the unit member whose pay is to be affected by the deduction has (1) refused to join the Association and (2) has refused to tender the amount of the representation fee, the Association shall notify the District in writing that (1) the amount of the fee meets the requirement of law and (2) the Association has informed the unit members in writing of the Association's procedures for employees who contest the amount of the fee in accordance with the regulations of the Public Employment Relations Board.
- 3.4 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support EETA/CTA/NEA as a condition of employment; except that such unit member shall pay, in lieu of a representation fee, sums equal to such representation fee to one of the following non-religious, non-labor organizations, and charitable funds:
- 3.4.1 The District NEEDS Camp Scholarship Fund
- 3.4.2 The Shasta County United Way
- 3.4.3 The American Cancer Society
- 3.4.4 The Foundation to Assist California Teachers (FACT)
- 3.4.5 Any other non-religious, non-labor charitable fund mutually agreed upon by the District and the Association
- Such payment shall be made on or before September 30 of each school year or, in the case of employees hired after October 31 for the remaining part of the school year, prorated to make the payment equal to the number of remaining months worked and paid within 30 days of the commencement of duties.
- 3.5 Unit members objecting to joining or financially supporting employee organizations shall provide proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 3.2 and 3.3 above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of representation fee has been made. Such proof shall be presented on or before September 30 of each school year or, in the case of employees hired after October 31 for the remaining part of the school year, within thirty (30) days of the commencement of duties.
- 3.6 The employee organization is authorized to charge any unit member making "in lieu of payments," as set forth in Section 3.4 and 3.5 above in accordance with Education Code Section 3546.3, and who requests the employee organization to use the grievance procedure or arbitration procedure on the employee's behalf for the reasonable cost of such procedures.
- 3.7 With respect to all sums deducted by the District pursuant to Section 3.2 and 3.3 above, whether for membership dues or representation fee, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, indicating new employees.
- 3.8 The Association agrees to furnish any information needed by the District to fulfill the provisions of this article.

3.9 Hold Harmless and Indemnity Provision

- 3.9.1 CTA agrees to pay to the District all legal fees and legal costs incurred by the District in the dismissal of any certificated employee pursuant to the agency fee provisions of this Agreement.
- 3.9.2 CTA agrees to pay to the District all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality of constitutionality of the agency fee provision of this Agreement or their implementation.
- 3.9.3 CTA shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Paragraphs 9.1 and 9.2 shall or shall not be compromised, resisted, defended, tried, or appealed.

Section 4. Definition of Representation Fee

- 4.1 The representation fee to be collected from non-Association members shall be the amount authorized by Section 3546.1(i)(2) of the California Government Code.
- 4.2 Amount of Representation Fee:
 - 4.2.1 Full-time, non-exempt bargaining unit members hired during the school year shall join the Association or pay a prorated representation fee. Such pro-rata share shall be based upon the number of days of actual employment for a school year as compared with the number of days available for full-time employment in the school year.
 - 4.2.2 Part-time, non-exempt bargaining unit members shall join the Association or pay a prorated representation fee on the basis of said employee's annual salary as compared with the same annual salary for a comparable full-time employee.
 - 4.2.3 Unit members on leave without pay, and unit members who are on laid-off status shall be exempt from these provisions herein, except that the election as to membership or payment of a fee as set forth herein must be exercised within the first ten (10) work days upon return to paid status.
- 4.3 Any dispute as to the amount of the agency fee shall be resolved pursuant to the regulations of the Public Employment Relations Board.
- 4.4 Annual Verification of Representation Fee

The Association shall furnish and file with the District a copy of the written notice required by the regulations of the Public Employment Relations Board to be sent to non-Association members subject to the representation fee.

4.5 District's Obligations

The District's sole and exclusive obligation under this Article is to notify any unit member who has failed to comply with the provisions of this article that, as a condition of employment in the District, such unit member must either become an Association member, pay a representation fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement. Under no circumstances shall the District be required to dismiss or otherwise discipline any unit member for failure to fulfill their obligations to pay the fees established herein.

Section 5. Grievance

Individual EETA/CTA/NEA unit members may not file a grievance regarding any administration of Article 26 Organizational Security and Article 27 Association Rights.

Article 27: Association Rights

For the purposes of representation, the Association president will receive a copy within two weeks of each signed letter of commitment for each extra activity that is filled.

The Association shall designate individuals who shall meet monthly with the Superintendent to discuss matters of mutual concern.

Article 28: Saving Provision

If any provisions of this agreement are held to be contrary to law by a Court of Competent Jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Article 29: Completion of Meet and Negotiations

Term of the contract shall be from July 1, 2025, through June 30, 2028.

Section 1. Re-openers for 2026/2027

For the 2026/27 school year, each party may reopen on salary, benefits and two articles.

Section 2. Re-openers for 2027/2028

For the 2027/28 school year, each party may reopen on salary, benefits and two articles.

Appendix A: Certificated Salary Schedule (Effective July 1, 2024)

ENTERPRISE ELEMENTARY SCHOOL DISTRICT

Appendix A: 2025-26 Certificated Salary Schedule

*3% increase over the 2024-2025 Salary Schedule

Effective July 1, 2025
(Annual/Daily Rates)

<u>Certificated Salary Schedule 185 days</u>					<u>Certificated Salary Schedule (Psych, Nurse, Speech Path)</u>			
Step	Class I Credential, BA+30	Class II Credential, BA+45	Class III Credential, BA+60	Class IV Credential, BA+75	Step	Daily Rate	Speech Path (185 days)	Psych/ Nurse (199 days)
1	\$60,611 / \$327.63	\$64,108 / \$346.53	\$67,605 / \$365.43	***	1	\$441.01	\$81,588	\$87,762
2	\$60,611 / \$327.63	\$64,108 / \$346.53	\$67,605 / \$365.43	***	2	\$478.83	\$88,583	\$95,287
3	\$64,108 / \$346.53	\$67,605 / \$365.43	\$71,102 / \$384.34	***	3	\$516.62	\$95,575	\$102,808
4	\$67,605 / \$365.43	\$71,102 / \$384.34	\$74,599 / \$403.24	***	4	\$578.21	\$106,969	\$115,064
5	\$71,102 / \$384.34	\$74,599 / \$403.24	\$78,096 / \$422.14	***	(4-9 yrs.) 5	\$597.13	\$110,468	\$118,828
6	\$74,599 / \$403.24	\$78,096 / \$422.14	\$81,593 / \$441.04	\$85,090 / \$459.95	(10-15 yrs.) 6	\$616.01	\$113,962	\$122,586
7	\$78,096 / \$422.14	\$81,593 / \$441.04	\$85,090 / \$459.95	\$88,587 / \$478.85	(16-20 yrs.) 7	\$634.92	\$117,460	\$126,349
8	\$81,593 / \$441.04	\$85,090 / \$459.95	\$88,587 / \$478.85	\$92,084 / \$497.75	(21-24 yrs.) 8	\$653.82	\$120,956	\$130,110
9	\$85,090 / \$459.95	\$88,587 / \$478.85	\$92,084 / \$497.75	\$95,581 / \$516.65	(25+ yrs.) 9	\$672.73	\$124,455	\$133,873
10	\$88,587 / \$478.85	\$92,084 / \$497.75	\$95,581 / \$516.65	\$99,078 / \$535.56	(30+ yrs)			
(10-15 yrs.) 11	\$92,084 / \$497.75	\$95,581 / \$516.65	\$99,078 / \$535.56	\$106,977 / \$578.25				
(16-20 yrs.) 12	\$95,581 / \$516.65	\$99,078 / \$535.56	\$104,098 / \$562.69	\$110,474 / \$597.16				
(21-24 yrs.) 13	\$99,078 / \$535.56	\$102,575 / \$554.46	\$107,595 / \$581.59	\$113,971 / \$616.06				
(25-29 yrs.) 14	\$102,575 / \$554.46	\$106,072 / \$573.36	\$111,092 / \$600.50	\$117,468 / \$634.96				
(30-31 yrs.) 15	\$106,072 / \$573.36	\$109,569 / \$592.26	\$114,589 / \$619.40	\$120,965 / \$653.86				
(32+ yrs.) 16	\$109,569 / \$592.26	\$113,066 / \$611.17	\$118,086 / \$638.30	\$124,462 / \$672.77				
(32+ yrs w/Masters)								
Longevity Class III \$1,523, Class IV \$4,402								
Increment of:	\$3,497	An increment is equal to 1/10 of the difference between Class I, Step 2, and Class III, Step 10.						

MASTERS DEGREE:

Holders of Masters degree will be placed one step ahead of their regular placement or if already at the bottom of the schedule, they will be advanced one additional increment.

ANNIVERSARY INCREMENTS:

Anniversary increments upon the completion of 15, 20, 24, 29 & 31 yrs computed by adding Enterprise and all experience credited when employed.

Each step shall constitute one full year of certificated experience. Step 1 shall apply to the first year of full-time experience. Step 2 shall apply to the second year of full-time experience, etc. A unit member may advance from one step to the next on the following July 1st.

One and one-half percent (1.5%) of the salary schedule represents compensation for staff development buy back days and is contingent on continued funding of this program by the State of California. In the event that the program is no longer funded, the schedule will be reduced by 1.5% and the work year shall be reduced by three days.

Board Approved: 11/05/2025

Appendix B: Extra-Duty Pay Schedule

Extra Pay Activities 11/01/2025

Baseball	\$1,678
A Basketball	\$2,100
B Basketball	\$2,100
C Basketball	\$1,678
A Soccer	\$1,678
B Soccer	\$1,678
A Softball	\$1,678
B Softball	\$1,678
A Volleyball	\$1,678
B Volleyball	\$1,678
Wrestling	\$1,678
Flag Football	\$1,678

Coeducational Activities

Track	\$1,654
Cross Country	\$1,654
Tennis	\$1,654
Intramural Supervisor	\$1,292
Athletic Director* (2)	\$2,046
Club Advisor (5)	\$533
K-5 League Sports Coach (5)	\$1,024

Other

Cheerleader Advisor	\$1,942
Student Government Advisor	\$1,942
Student Activity Advisor	\$1,942
Yearbook Advisor	\$1,071
Yearbook Advisor (Sales)	\$380
Choral Music Advisor	\$1,942
Instrumental Music Advisor	\$1,942
Yearbook Photographer	\$1,071
Newspaper Advisor	\$1,524
Shasta Skippers	\$1,942
Club Advisor**	\$533

**Not less than five club activities will be offered at each site. The staff at each school will collectively select activities to be offered. It is expected that a teacher receiving payment for a club will operate the club for one quarter, with two to three weekly after-school meetings or provide an equivalent amount of service.

Effective, 11/01/2025 school year pay for the volleyball/basketball timers at the rate of \$24.84 for two games.

12/01/2025